

AMENDED
NOTICE OF MEETING AND EXECUTIVE SESSION
AND BOARD OF ALDERMEN AGENDA



CITY OF OSAGE BEACH
BOARD OF ALDERMEN MEETING

1000 City Parkway
Osage Beach, MO 65065
573/302-2000 FAX 573/302-0528
www.osagebeach.org

TENTATIVE AGENDA

REGULAR MEETING & EXECUTIVE SESSION

July 5, 2018 – 6:00 P.M.
CITY HALL

***** Note: Make sure your cell phone is turned off or on a silent tone only. Please sign the attendance sheet located at the podium if you desire to address the Board. Agendas and packets are available on the back table and on the City's website at www.osagebeach.org.

CALL TO ORDER
Pledge of Allegiance
Roll Call

MAYOR'S COMMUNICATIONS

CITIZENS' COMMUNICATIONS

- This is a time set aside on the agenda for citizens and visitors to address the Mayor and Board on any topic that is not a public hearing. The Board will not take action on any item not listed on the agenda, but the Mayor and Board welcome and value input and feedback from the public. Speakers will be restricted to three minutes unless otherwise permitted. Minutes may not be donated or transferred from one speaker to another.

APPROVAL OF CONSENT AGENDA

If the Board desires, the consent agenda may be approved by a single motion.

- Minutes of Advanced Session of June 20, 2018 (Page 1)
- Minutes of Board Meeting of June 21, 2018 (Page 2)
- Bills List (Page 7)

UNFINISHED BUSINESS.

- A. **Bill 18-33.** An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Engineering Contract AEOB18-011 with HR Green, for the Osage Beach Parkway Sidewalks Phase 5.
Second Reading. (Page 30)

NEW BUSINESS

- A. **Public Hearing.** On Special Use Case 400: A Colorful Life, LLC – Special Use Permit to Allow Extended Stay Rental Units in a Commercial District. (Page 49)
- B. **Motion** to Approve Special Use Case 400 with A Colorful Life, LLC – Special Use Permit to Allow Extended Stay Rental Units in a Commercial District. (Page 54)
- C. **Bill 18-35.** An Ordinance of the City of Osage Beach, Missouri, Amending the Code of Ordinances by enacting a new Chapter 250 entitled “Prescription Drug Monitoring Program” consisting of Sections 250.010 through 250.090 for the purpose of creating a program to monitor the prescribing and dispensing of Schedule II through IV drugs in the City and authorizing the City Administrator to coordinate such a program with other jurisdictions.
First Reading. (Page 63)
- D. **Motion** to Approve a revised version of the City’s policy for using Tax Increment Financing. (Page 82)
- E. **Motion** to Approve CPSM Professional Services Contract for public safety technical assistance for a contract in the amount of \$43,650 plus travel expenses not to exceed \$4,000. (Page 107)

COMMUNICATIONS FROM MEMBERS OF THE BOARD OF ALDERMEN

STAFF COMMUNICATIONS

EXECUTIVE SESSION: Notice is given that the agenda includes a roll call vote to close the meeting as allowed by RSMo. Section 610.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

ADJOURN

Representatives of the news media may obtain copies of this notice by contacting the following:

Cynthia Lambert, City Clerk
1000 City Parkway
Osage Beach, MO 65065
573-302-2000 ex 230

If any member of the public requires a specific accommodation as addressed by the Americans with Disabilities Act, please contact the City Clerk's office forty-eight hours in advance of the meeting at the above telephone number.

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**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF ALDERMEN
OF THE CITY OF OSAGE BEACH, MISSOURI**

June 20, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Special Work Session on Wednesday, June 20, 2018, at 8:30 a.m. at the Camden on the Lake, 2359 Bittersweet Road, Lake Ozark, Missouri. The following were present: Mayor John Olivarri, Alderman Gregory P. Massey, Alderman Richard Ross, Alderman Kevin Rucker, Alderman Jeff Bethurem, Alderman Tom Walker, and Alderman Phyllis Marose. Also, in attendance was City Administrator Jeana Woods, City Attorney Ed Rucker, and the Facilitator Patrick Ibarra.

Mayor Olivarri re-introduced Patrick Ibarra of the Mejorando Group who would be the facilitator for the Work Session.

Visioning & Strategic Planning.

Mr. Patrick Ibarra facilitated discussion between the Mayor and Board of Aldermen pertaining to their vision and strategic goals for the City. The meeting began with a review of results since the previous Advance Session held in August 2017 which also include review of our form of government of the City and the role of the Mayor, Board of Aldermen, City Administrator, Department Managers, City Staff, and the Community.

Discussion on what the goals and strategic items the Board of Aldermen want to set for the upcoming year included topics on Economic Development, Taxing Options and other City Growth Strategies involving Annexation, Communication to the Mayor and Board of Aldermen, Citizen Input and Engagement, and Department Metrics.

Adjourn

There being no further business to come before the Board of Aldermen, the Special Work Session adjourned at 5:15 p.m.

The above foregoing is a true and complete journal of proceedings of the special work session of the Board of Aldermen of the City of Osage Beach, Missouri, held on June 20, 2018.

Jeana Woods, City Administrator

John Olivarri, Mayor

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 MINUTES OF THE REGULAR MEETING OF THE BOARD OF
 ALDERMEN
 OF THE CITY OF OSAGE BEACH, MISSOURI

June 21, 2018

The Board of Aldermen of the City of Osage Beach, Missouri, met to conduct a Regular Meeting on Thursday, June 21, 2018, at 6:00 p.m. at City Hall. The following were present: Mayor John Olivarri, Alderman Kevin Rucker, Alderman Greg Massey, Alderman Phyllis Marose, Alderman Tom Walker, Alderman Richard Ross and Alderman Jeff Bethurem. Cynthia Lambert, City Clerk, was present and performed the duties of that office.

Citizens Communications.

No one was present who wished to speak during this portion of the meeting.

Consent Agenda.

Alderman Rucker moved to approve the Consent Agenda which included the Minutes of the Regular Board Meeting of June 7, 2018, the Bills List, and the following Liquor Licenses as submitted

Eagle Lanes, LLC	J Bruners Restaurant
Lil Rizzos	Pappo's Pizzeria & Pub
Surdyke's Port 20	Vista Grande Inc.
Wacky Knacky Diner, LLC	El Charco Azul

Alderman Rucker inquired about the payment for Vance Brothers as listed in the Bills List. Public Works Director Edelman explained that the full amount was being paid and MoDOT would be reimbursing a portion of that amount.

Mayor Olivarri asked Alderman Marose if everything was in order with the requested liquor licenses. Alderman Marose responded affirmatively. The motion was seconded by Alderman Massey. The motion was voted on and unanimously passed on a voice vote.

Unfinished Business.

BILL 18-31 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Expenditure of Funds for Advertising to Support the Benne Media Aquapalooza 2018 Event Support Request.

City Administrator Jeana Woods stated that the first reading of Bill 18-31 was approved by the Board on June 7, 2018. In response to questions by the Mayor concerning revenue projections, City Administrator Woods stated that the revenue projections had been clarified.

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Mayor Olivarri presented the second reading of Bill No. 18-31 to become Ordinance 18.31 by title only. It was noted that Bill No. 18-31 to become Ordinance 18.31 had been available for public review.

Alderman Ross made a motion to amend Bill No. 18-31 to support the Benne Media Aquapalooza in the amount of \$3,000. The motion was seconded by Alderman Bethurem. On a voice vote, all voted in favor.

Mayor Olivarri presented the first reading of Bill No. 18-31 as amended to become Ordinance 18.31 by title only. Alderman Bethurem moved to approve the first reading of Bill No. 18-31 as amended to become Ordinance 18.31 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

Alderman Bethurem moved to approve the second reading of Bill No. 18-31 as amended to become Ordinance 18.31 as presented. Alderman Ross seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-31 as amended and to pass same into ordinance: "Ayes": Alderman Massey, Alderman Marose, Alderman Walker, Alderman Ross, Alderman Bethurem, and Alderman Rucker. "Nays": None. Bill No. 18-31 as amended was passed and approved as Ordinance No. 18.31.

New Business.

PRESENTATION – City’s 2017 Comprehensive Annual Financial Statement.

Mayor Olivarri introduced Heidi Chick from Williams Keepers LLC who performed the audit for the City of Osage Beach. Ms. Chick introduced Danielle Stafford with Williams Keepers LLC who was also instrumental in the audit process. Ms. Chick summarized the audit by stating the City had a clean audit, found the accounting records to be in good order, and felt they received full cooperation from the City’s staff. Alderman Rucker requested that the Audit Communication letter be corrected to more accurately reflect the Mayor and not the Board of Aldermen attended the Planning Meeting. Ms. Chick stated that would be corrected.

Mayor Olivarri thanked Ms. Chick for presenting the 2017 Annual Audit.

BILL 18-33 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute Engineering Contract AEOB18-11 with HR Green, Inc. for the Osage Beach Parkway Sidewalks Phase 5.

Public Works Director Nick Edelman stated that this contract was for the design of sidewalks from Barry Prewitt Intersection to a location across the bridge over route 54 near Mace Road. Public Works Director Edelman stated that the Osage Beach Road District recently approved contributing 50% of the cost of this project. Alderman Bethurem questioned the amount of insurance listed in the agreement. Public Works Director

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Edelman stated that he would investigate it to ensure the correct amount is listed. General discussion followed regarding the timetable and aesthetics of this project.

Mayor Olivarri presented the first reading of Bill No. 18-33 to become Ordinance 18.33 by title only. It was noted that Bill No. 18-33 to become Ordinance 18.33 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-33 to become Ordinance 18.33 as presented. Alderman Marose seconded the motion which was voted on and unanimously passed by a voice vote.

BILL 18-34 – An Ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to Execute an Agreement Reappointing Judge Washburn as the City Municipal Judge.

City Administrator Jeana Woods stated the Municipal Judge is appointed by the Mayor with the consent of the Board of Aldermen.

Mayor Olivarri presented the first reading of Bill No. 18-34 to become Ordinance 18.34 by title only. It was noted that Bill No. 18-34 to become Ordinance 18.34 had been available for public review.

Alderman Bethurem moved to approve the first reading of Bill No. 18-34 to become Ordinance 18.34 as presented. Alderman Massey seconded the motion which was voted on and unanimously passed by a voice vote.

Mayor Olivarri presented the second reading of Bill No. 18-34 to become Ordinance 18.34 by title only. It was noted that Bill No. 18-34 to become Ordinance 18.34 had been available for public review.

Alderman Bethurem moved to approve the second reading of Bill No. 18-34 to become Ordinance 18.34 as presented. Alderman Marose seconded the motion. The following roll call vote was taken to approve the second and final reading of Bill No. 18-34 and to pass same into ordinance: “Ayes”: Alderman Marose, Alderman Walker, Alderman Ross, Alderman Bethurem, Alderman Rucker, and Alderman Massey. “Nays”: None. Bill No. 18-34 was passed and approved as Ordinance No. 18.34.

MOTION – Approving Board of Alderman Replacement to the Liquor Control Boards.

Mayor Olivarri stated that due to scheduling conflicts Alderman Marose has asked to be removed from the Liquor Control Board, and he is recommending that Alderman Walker fill that vacancy.

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Alderman Bethurem moved to approved Alderman Walker's appointment to serve on the Liquor Control Board. Alderman Massey seconded the motion which was voted on and unanimously passed.

Communications from Members of the Board of Aldermen.

Alderman Bethurem asked if staff could investigate options to possibly acquiring the "Potted Steer" property and make it more aesthetically pleasing. Mayor Olivarri recommended that Alderman Bethurem work with the City Administrator if additional details are needed,

Alderman Rucker inquired as to the delay with the installation of the bleachers at the park. Assistant City Administrator Welty stated that the brackets must be drilled by staff into concrete which is taking longer than originally anticipated, however, he anticipated the project would be completed in the next month.

Alderman Ross congratulated City Treasurer Kerri Bell for the audit results and receiving the GFOA Award for Excellence for the past 18 years.

Alderman Marose apologized for not being able to attend the employee picnic but had heard it was a fun event. Alderman Marose stated that she thought the Advanced Session was excellent and educational and looks forward to implementing the ideas in the future.

Staff Communications.

Police Chief Todd Davis reminded everyone that the Can-Am Games begin next Monday with approximately 1,500 participants from the United States and 8 other countries; everyone is invited and encouraged to attend the opening and closing ceremonies as well as the events throughout the week.

Assistant City Administrator Mike Welty in response in inquiries from Aldermen gave an overview and timeline of the of the Service Line Warranty Program being offered by Utility Service Partners and endorsed by the National League of Cities and MML.

Public Works Director Nick Edelman stated that work had been completed on the water and sewer relocates for the Mace Road project and he did not anticipate construction beginning on this until after July 4th.

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Executive Session. Alderman Rucker moved to close the meeting pursuant to RSMo. Section 60.021(1), Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Alderman Massey seconded the motion. The following roll call was taken to close the meeting: “Ayes”: Alderman Ross, Alderman Bethurem, Alderman Rucker, Alderman Massey, Alderman Marose and Alderman Walker. “Nays”: None. The meeting was therefore closed.

CLOSED SESSION

Alderman Bethurem moved to open the meeting. Alderman Ross seconded the motion. The following roll call vote was taken to open the meeting: “Ayes”: Alderman Bethurem, Alderman Rucker, Alderman Massey, Alderman Marose, Alderman Walker, and Alderman Ross. “Nays”: None. The meeting was therefore opened.

No announcements were made following the closed session.

Adjourn.

There being no further business to come before the Board, the meeting adjourned at 7:40 p.m.

I, Cynthia Lambert, City Clerk of the City of Osage Beach, Missouri, do hereby certify that the above foregoing is a true and complete journal of proceedings of the regular meeting of the Board of Aldermen of the City of Osage Beach, Missouri, held on June 21, 2018.

Cynthia Lambert, City Clerk

John Olivarri, Mayor

**CITY OF OSAGE BEACH
BILLS LIST
July 5, 2018**

Bills Paid Prior to Board Meeting	233,743.88
Payroll Paid Prior to Board Meeting	134,897.53
SRF Transfer Prior to Board Meeting	241,508.44
TIF Transfer Dierbergs	73,438.29
TIF Transfer Prewitt's Pt	129,279.64
Bills Pending Board Approval	136,257.80
Total Expenses	949,125.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	General Fund	MIDWEST PUBLIC RISK	ADJUST PR DEDUCTIONS	1,284.79
			ADJUST PR DEDUCTIONS	228.76
			ADJUST PR DEDUCTIONS	104.48
			Dental Insurance Premiums	494.13
			Dental Insurance Premiums	481.46
			Health Insurance Contribut	765.24
			Health Insurance Contribut	765.24
			Health Insurance Contribut	445.28
			Health Insurance Contribut	417.45
			Vision Insurance Contribut	123.74
			Vision Insurance Contribut	123.74
			Vision Insurance Contribut	18.80
			Vision Insurance Contribut	18.80
			Vision Insurance Contribut	67.86
			Vision Insurance Contribut	64.09
		MO DEPT OF REVENUE	MAY CVC COLLECTIONS	627.44
		FAMILY SUPPORT PAYMENT CENTER	Case #81106219	150.00
			Case #31550944	138.46
			Cse #16CMDR00112	173.08
		MO DEPT OF REVENUE	State Withholding	3,010.00
		MO TREASURER BUDGET DIRECTOR	MAY PEACE OFFICER TRAINING	88.00
		INTERNAL REVENUE SERVICE	Fed WH	10,440.38
			FICA	7,230.31
			Medicare	1,690.97
		LEGALSHIELD	ADJUST PAYROLL DEDUCTIONS	0.04-
			Pre-Paid Legal Premiums	77.74
			Pre-Paid Legal Premiums	77.74
		ICMA	Loan Repayment	365.59
			Loan Repayment	170.36
			Loan Repayment	182.93
			Loan Repayment	233.04
			Retirment 457 &	896.37
			Retirement 457	1,060.00
			Loan Repayments	156.85
			Loan Repayments	543.78
			Loan Repayments	207.35
			Loan Repayments	144.72
			Loan Repayments	432.53
			Loan Repayments	209.74
			Loan Repayments	16.99
			Loan Repayments	47.57
			Loan Repayments	351.32
			Retirment Roth IRA %	197.80
			Retirement Roth IRA	290.00
		CAMDEN COUNTY ASSOC COURT	OTHER AGENCY CASH BOND	500.00
		COLONIAL LIFE & ACCIDENT	ADJUST PR DEDUCTIONS	0.01-
			Colonial Supplemental Insu	30.86
			Colonial Supplemental Insu	30.86
		CITIZENS AGAINST DOMESTIC VIOLENCE	MAY CADV COLLECTIONS	176.00
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	1,370.14
			American Fidelity	1,370.14
			Amerian Fidelity	812.26
			Amerian Fidelity	812.26
			ADJUST PAYROLL DEDUCTIONS	37.81-
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	ADJUST PAYROLL DEDUCTIONS	0.02-
			Flexible Spending Accts -	64.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Flexible Spending Accts -	64.58
		TEXAS LIFE INSURANCE CO	ADJUST PR DEDUCTIONS	0.01-
			Texas Life After Tax	101.15
			Texas Life After Tax	101.15
		HSA BANK	HSA Contribution	135.00
			HSA Family/Dep. Contributi	1,673.00
		SHERIFFS RETIREMENT SYSTEM	MAY COLLECTIONS	270.00
		PRINCIPAL LIFE INSURANCE COMPANY	ADJUST PAYROLL DEDUCTIONS	39.17-
			ADJUST PAYROLL DEDUCTIONS	93.44-
			Group Life Ins and Buy Up	80.56
			Group Life Ins and Buy Up	80.56
			Group Life Ins and Buy Up	25.00
			Group Life Ins and Buy Up	25.00
		US DEPARTMENT OF EDUCATION	#1028145744	267.81
		ONE TIME VENDOR	Bond Refund:170487857-01	10.00
			TOTAL:	42,445.33
Mayor & Board	General Fund	INTERNAL REVENUE SERVICE	FICA	202.53
			Medicare	47.35
		ICMA	Retirement 401	190.00
		EBLING, SUSAN	PLANNING COMMISSION MEETIN	25.00
		MYLER, MICHELLE	PLANNING COMMISSION MEETIN	25.00
		CHISHOLM, DON	PLANNING COMMISSION MEETIN	25.00
		RAND, ROGER	PLANNING COMMISSION MEETIN	25.00
		KIRN, TONY	PLANNING COMMISSION MEETIN	25.00
		BLAIR, ALAN	PLANNING COMMISSION MEETIN	25.00
		BANKCARD SERV 7514	MML CONF REG.- J. OLIVARRI	600.00
			MML CONF LODGING- J. OLIVA	145.90
			MML CONF LODGING- K. RUCKE	145.90
			MML CONF LODGING- J. BETHU	145.90
			MML CONF LODGING- ALDERMAN	145.90
		ROSS, RICHARD	MEDICAL REIMB 7/1/17-6/30/	250.00
		STURN, DON	PLANNING COMMISSION MEETIN	25.00
			TOTAL:	2,048.48
City Administrator	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	59.54
			Dental Insurance Premiums	59.54
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
		INTERNAL REVENUE SERVICE	FICA	458.16
			Medicare	107.15
		BANKCARD SERV 7564	MML REGISTRATION- J. WOODS	450.00
			MML LODGING- J. WOODS	145.90
			TRAINING SUPPLIES	97.00
			MOCPA ANN FEES- J. WOODS	399.00
		ICMA	Retirement 401	452.85
		HSA BANK	HSA Family/Dep. Contributi	150.00
		BANKCARD SERV 7514	MML CONF REG.- R. ROSS	450.00
			MML CONF REG.- J. BETHUREM	535.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.14
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	15.60
			Group Life Ins and Buy Up	15.60
			Short Term Disability Ins	11.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	11.60
			TOTAL:	5,561.06
City Clerk	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	59.54
			Health Insurance Contribut	903.52
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	11.31
			Vision Insurance Contribut	7.54
		INTERNAL REVENUE SERVICE	FICA	273.84
			Medicare	64.05
		ICMA	Retirement 401	273.37
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	10.42
			Flexible Spending Accts -	10.42
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERV 7514	CUSTOM STAMP	41.55
			MML CONF LODGING- C. LAMBE	145.90
			IIMC CONF LODGING- C. LAMB	763.44
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	2.14
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	4.11
			Group Life Ins and Buy Up	4.11
			Short Term Disability Ins	17.40
			Short Term Disability Ins	11.60
			TOTAL:	3,234.88
City Treasurer	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		BANKCARD SERV 0857	GFOA CONF- K. BELL	763.56
			GFOA CONF- A. WHITE	688.56
		INTERNAL REVENUE SERVICE	FICA	601.61
			Medicare	140.70
		ICMA	Retirement 401	592.05
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	5.35
			Group Dependent Life Ins	5.35
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	11.34
			Group Life Ins and Buy Up	12.95
			Group Life Ins and Buy Up	12.95
			Short Term Disability Ins	17.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	10.53
			Short Term Disability Ins	10.53
			TOTAL:	5,661.84
Municipal Court	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	78.13
			Medicare	18.27
		ICMA	Retirement 401	80.37
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	3.78
			Group Life Ins and Buy Up	3.78
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,401.73
City Attorney	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Vision Insurance Contribut	5.39
			Vision Insurance Contribut	5.39
		INTERNAL REVENUE SERVICE	FICA	389.88
			Medicare	91.18
		ICMA	Retirement 401	380.57
		HSA BANK	HSA Family/Dep. Contributi	75.00
		BANKCARD SERV 7514	MML CONF REG.- E. RUCKER	450.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	12.57
			Group Life Ins and Buy Up	12.57
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	2,554.17
Building Inspection	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	74.42
			Dental Insurance Premiums	74.43
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	225.88
			Health Insurance Contribut	225.88
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.89
		INTERNAL REVENUE SERVICE	FICA	453.28
			Medicare	106.01
		ICMA	Retirement 401	448.59
		WEX INC	BLDG DEPT FUEL	83.72
			BLDG-VEH MAINT	2.55
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	187.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.60
			Group Dependent Life Ins	1.61
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	5.67
			Group Life Ins and Buy Up	3.72
			Group Life Ins and Buy Up	3.72
			Short Term Disability Ins	17.40
			Short Term Disability Ins	17.40
			Short Term Disabiilty Ins	2.46
			Short Term Disabiilty Ins	2.46
		CASON, BROOK	MILE REIM. INDISPENSABLE A	87.20
			TOTAL:	4,651.22
Building Maintenance	General Fund	AMEREN MISSOURI	FRONT OF CH 5/14-6/13/18	12.42
			CH SERV 5/14-6/13/18	7,021.91
		INTERNAL REVENUE SERVICE	FICA	60.57
			Medicare	14.17
		SURECUT LAWN CARE LLC	GROUNDS MAINT FOR MAY 2018	2,224.93
			TOTAL:	9,334.00
Parks	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	31.14
			Dental Insurance Premiums	30.55
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	20.85
			Health Insurance Contribut	11.79
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	0.17
			Vision Insurance Contribut	0.10
		BANKCARD SERV 3333	EQUIPMENT	551.89
			EQUIPMENT	104.85
		BANKCARD SERV 0857	USSSA SOFTBALL INS 10U GIR	140.00
			USSSA SOFTBALL INS 12U GIR	110.00
			USSSA SOFTBALL INS 12U GIR	110.00
			USSSA SOFTBALL INS 14U GIR	110.00
		WALMART COMMUNITY/GEGRB	USB DRIVE	14.97
			CONCESSION SUPPLIES	22.78
			CONCESSION SUPPLIES	80.33
		HY-VEE FOOD & DRUG STORES INC	CONCESSION SUPPLIES	99.04
		INTERNAL REVENUE SERVICE	FICA	549.01
			Medicare	128.39
		BANKCARD SERV 7564	SLW PITCH LEAGUE SUPPLIES	99.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			USSSA FAST PITCH REGISTRAT	40.00
			USSSA FAST PITCH REGISTRAT	40.00
			USSSA FAST PITCH REGISTRAT	40.00
			USSSA FAST PITCH REGISTRAT	40.00
		ICMA	Retirement 401	291.50
		LOWE'S	CEILING FAN RETURN	75.98-
			FLOWERS FOR PARK	349.27
			SAW BLADES	7.57
			RATCHETS 10FT & 14FT	61.70
			CABLE TIES	12.88
			CEILING FANS	455.88
			8FT STEP LADDER	83.59
			AIR FRESHENERS	14.37
			LWCF GRANT BLEACHERS	117.46
		MISSOURI EAGLE LLC	BEER FOR CONCESSIONS	728.05
			BEER FOR CONCESSIONS	263.50
		WCA WASTE CORPORATION	PARK PORTA POTTY 5/1-5/10/	38.48
		WEX INC	PARK DEPT FUEL	699.03
			PARK-VEH MAINT	8.71
		AMEREN MISSOURI	LOWER DIAMOND LIGHTS	27.88
			PARK RD SIGN 5/14-6/13/18	105.41
			PARK MAINT BLDG 5/15-6/13/	22.30
			PARK DISPLAY C 5/15-6/13/1	11.24
			PARK SOCCER FLDS 5/15-6/13	21.43
			PARK DISPLAY D 5/15-6/13/1	11.24
			PARK BALL FLDS 5/15-6/13/1	1,576.76
			PARK DISPLAY B 5/15-6/13/1	12.42
			PARK DISPLAY A 5/15-6/13/1	11.24
			HWY 42 BALL PK LIGHTS	57.61
			PARK IRRG PUMP 5/14-6/13/1	11.72
		WEST, GREG	UMPIRE 1 GAME 6/6/18	25.00
			UMPIRE 2 GAMES 6/13/18	50.00
		HSA BANK	HSA Contribution	75.93
			HSA Family/Dep. Contributi	76.96
		BANKCARD SERV 7514	GUM FOR CONCESSIONS	136.47
			HAMMER DRILL BIT	69.95
			YOUTH LEAGUE EQUIPMENT	689.94
			SUNFLOWER SEEDS CONCESSION	164.43
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.12
			Group Dependent Life Ins	1.10
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	4.76
			Group Life Ins and Buy Up	4.66
			Short Term Disability Ins	11.87
			Short Term Disability Ins	11.75
			Short Term Disabiilty Ins	4.16
			Short Term Disabiilty Ins	4.16
		NEWMAN, DWIGHT A	UMPIRE 2 GAMES 6/4/18	60.00
			UMPIRE 6 GAMES 6/11,6/14,6	180.00
		DULLE, PATRICK VINCENT	UMPIRE 1 GAME 6/4/18	30.00
			UMPIRE 2.5 GAMES 6/12,6/14	80.00
		BOYER, MARVIN	UMPIRE 4 GAMES 6/5,6/7	120.00
			UMPIRE 4 GAMES 6/14,6/15	120.00
		LARY, DAVID ALAN	UMPIRE 4 GAMES 6/4,6/5	140.00
			UMPIRE 2 GAMES 6/12,6/13	70.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SHACKELFORD, ETHAN	UMPIRE 2 GAMES 6/13/18	40.00
		BLAIR, JERRY LYNN JR	UMPIRE 1 GAME 6/6/18	20.00
			TOTAL:	11,451.62
Human Resources	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	29.77
			Dental Insurance Premiums	29.77
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	136.38
			Medicare	31.89
		NEW DIRECTIONS BEHAVIORAL HEALTH	2ND QTR EAP SERVICES	604.06
		ICMA	Retirement 401	137.79
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.58
			Group Life Ins and Buy Up	4.58
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,978.62
Overhead	General Fund	AT & T/CITY HALL	SERV 6/5-7/4/18	1,978.45
		BANKCARD SERV 7564	PICMONKEY MEMBERSHIP	71.88
		CHARTER COMMUNICATIONS HOLDING CO LLC	JUNE SERVICE	51.15
		WEX INC	UNASSIGNED FUEL	67.34
			CITY HALL GPS	350.00
			TOTAL:	2,518.82
Police	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	534.82
			Dental Insurance Premiums	535.36
			Dental Insurance Premium	102.48
			Dental Insurance Premium	102.48
			Health Insurance Contribut	805.20
			Health Insurance Contribut	805.20
			Health Insurance Contribut	5,297.54
			Health Insurance Contribut	5,296.63
			Health Insurance Contribut	3,593.23
			Health Insurance Contribut	3,602.29
			Vision Insurance Contribut	59.35
			Vision Insurance Contribut	59.34
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	5.67
			Vision Insurance Contribut	29.99
			Vision Insurance Contribut	30.06
		WALMART COMMUNITY/GEGRB	RANGE SUPPLIES	56.49
			RANGE SUPPLIES	13.83
			WIPERS - PD 27	33.94
		INTERNAL REVENUE SERVICE	FICA	2,995.39
			Medicare	700.56
		ICMA	Retirement 401	2,827.48
		O'DAY, MICHAEL	MEAL REIMB BASIC PIO COURS	120.00
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	9.95
			Amerian Fidelity	9.95
		BANKCARD SERV 0833	IAPE TRAINING- J. KING	300.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LEADERSHIP TRAIN.- J. SHEL	329.00
			DRUG ENF TRAINING- D. GORD	185.00
			MONTHLY CAR WASH- T. DAVIS	26.00
			LETSAC REGISTRATION- S. OW	185.00
			LETSAC REGIST.- C. HELMERI	185.00
		WEX INC	POLICE DEPT FUEL	5,214.34
			POLICE DEPT CAR WASHES	234.08
			PD RANGE EXP	40.36
		HSA BANK	HSA Contribution	224.07
			HSA Family/Dep. Contributi	1,349.02
			Medical Reimbursement	20.84
		LAKE OZARK ROTARY CLUB	MEMBER DUES & DONATION-T.D	275.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	24.56
			Group Dependent Life Ins	24.58
			Group Life Ins and Buy Up	56.70
			Group Life Ins and Buy Up	56.70
			Group Life Ins and Buy Up	53.34
			Group Life Ins and Buy Up	53.44
			Short Term Disability Ins	121.59
			Short Term Disability Ins	121.70
			Short Term Disabilty Ins	19.65
			Short Term Disabilty Ins	19.65
		PRINCIPAL LIFE INSURANCE COMPANY	MAY STD FICA BILLING	4.37
		GORDON, ANDREW	MEALS-STRT PTRL DRUG ENFOR	80.00
			LODGING-STRT PTRL DRG ENFO	207.88
			TOTAL:	37,044.77
911 Center	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	148.52
			Dental Insurance Premiums	148.57
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	1,581.67
			Health Insurance Contribut	1,582.58
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	26.89
			Vision Insurance Contribut	26.90
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	676.25
			Medicare	158.15
		ICMA	Retirement 401	547.58
		CHARTER COMMUNICATIONS HOLDING CO LLC	JUNE SERVICE	25.58
			JUNE SERVICE	104.41
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	299.02
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	3.21
			Group Dependent Life Ins	3.21
			Group Life Ins and Buy Up	22.68
			Group Life Ins and Buy Up	22.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Short Term Disability Ins	34.74
			Short Term Disability Ins	34.75
			Short Term Disability Ins	9.71
			Short Term Disability Ins	9.71
			TOTAL:	7,354.79
Planning	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	44.66
			Dental Insurance Premiums	44.65
			Health Insurance Contribut	677.64
			Health Insurance Contribut	677.64
			Vision Insurance Contribut	5.66
			Vision Insurance Contribut	5.65
		INTERNAL REVENUE SERVICE	FICA	221.72
			Medicare	51.86
		ICMA	Retirement 401	219.04
		HSA BANK	HSA Family/Dep. Contributi	112.50
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.61
			Group Dependent Life Ins	1.60
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	1.89
			Group Life Ins and Buy Up	5.30
			Group Life Ins and Buy Up	5.30
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			Short Term Disability Ins	2.46
			Short Term Disability Ins	2.46
			TOTAL:	2,095.13
Information Technology	General Fund	MIDWEST PUBLIC RISK	Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	451.76
			Health Insurance Contribut	451.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	133.56
			Medicare	31.24
		ICMA	Retirement 401	131.83
		AT&T INTERNET/IP SERVICES	SERV 6/5-7/4/18	128.97
		CHARTER COMMUNICATIONS HOLDING CO LLC	JUNE SERVICE	284.40
		HSA BANK	HSA Family/Dep. Contributi	75.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	1.07
			Group Dependent Life Ins	1.07
			Group Life Ins and Buy Up	4.35
			Group Life Ins and Buy Up	4.35
			Short Term Disability Ins	5.80
			Short Term Disability Ins	5.80
			TOTAL:	1,752.66
Economic Development	General Fund	BANKCARD SERV 7564	2018 MEDC CONF- KC CLOKE	255.00
			2018 MEDC CONF- R. CORBIN	255.00
			2018 MEDC CONF- T. JACOBSE	255.00
			2018 MEDC CONF LODG-R. ROS	255.00
			2018 MEDC CONF LODG-J. OLI	255.00
			MEDC OVERPYMT REFUND	1,500.00
			TOTAL:	225.00

Transportation	Transportation	MIDWEST PUBLIC RISK	Dental Insurance Premiums	198.27
			Dental Insurance Premiums	198.26
			Dental Insurance Premium	22.89
			Dental Insurance Premium	22.89
			Health Insurance Contribut	269.74
			Health Insurance Contribut	269.74
			Health Insurance Contribut	703.80
			Health Insurance Contribut	703.80
			Health Insurance Contribut	1,807.06
			Health Insurance Contribut	1,807.05
			Health Insurance Premiums	526.76
			Health Insurance Premiums	526.76
			Vision Insurance Contribut	3.61
			Vision Insurance Contribut	3.61
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	5.05
			Vision Insurance Contribut	13.83
			Vision Insurance Contribut	13.84
		INTERNAL REVENUE SERVICE	FICA	946.74

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Medicare	221.43
		ICMA	Retirement 401	812.58
		BANKCARD SERV 5106	PIZZA - OSHA TRAINING	36.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.54
			American Fidelity	3.54
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	13.86
			Flexible Spending Accts -	13.86
		WCA WASTE CORPORATION	PORTAPOTTY MACE RD 5/1-5/3	83.01
		WEX INC	ENG -TRANS FUEL	84.31
			TRANS DEPT FUEL	2,925.57
			TRANS GPS	316.75
		AMEREN MISSOURI	792 PASSEOVER ST LTS 5/14-6	69.20
			1075 NICHOLS ST LTS 5/15-6	195.07
			872 PASSEOVER ST LTS 5/14-6	70.84
			KK DR LTG 5/2-6/1/18	118.62
			680 PASSEOVER ST LTS 5/14-6	49.95
			MAINT SALT BLDG 5/8-6/7/18	11.24
			ST LIGHTS 5/1-6/1/18	4,005.50
			CUST OWNED LTS 5/1-6/1/18	1,507.41
		HSA BANK	HSA Contribution	50.25
			HSA Family/Dep. Contributi	399.75
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.56
			Group Dependent Life Ins	8.56
			Group Life Ins and Buy Up	22.77
			Group Life Ins and Buy Up	22.77
			Group Life Ins and Buy Up	14.17
			Group Life Ins and Buy Up	14.17
			Short Term Disability Ins	46.39
			Short Term Disability Ins	46.38
			Short Term Disabiilty Ins	7.17
			Short Term Disabiilty Ins	7.17
			TOTAL:	19,240.11
NON-DEPARTMENTAL	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.58
			Dental Insurance Premiums	71.58
			Health Insurance Contribut	84.91
			Health Insurance Contribut	84.91
			Health Insurance Contribut	55.37
			Health Insurance Contribut	55.37
			Vision Insurance Contribut	14.32
			Vision Insurance Contribut	14.32
			Vision Insurance Contribut	10.04-
			Vision Insurance Contribut	1.24
			Vision Insurance Contribut	6.25
			Vision Insurance Contribut	6.25
		MO DEPT OF REVENUE	MAY 2018 SALES TAX	3,192.90
			State Withholding	196.05
		INTERNAL REVENUE SERVICE	Fed WH	809.52
			FICA	737.84
			Medicare	172.58
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirment 457 &	59.83
			Retirement 457	126.46
			Loan Repayments	58.43
			Loan Repayments	16.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Loan Repayments	24.02
			Loan Repayments	52.79
			Loan Repayments	9.88
			Retirement Roth IRA	64.35
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	109.99
			American Fidelity	109.99
			Amerian Fidelity	49.03
			Amerian Fidelity	49.03
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	12.24
			Texas Life After Tax	12.24
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	53.46
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	12.06
			Group Life Ins and Buy Up	12.06
			TOTAL:	6,411.40
Water	Water Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	168.20
			Dental Insurance Premiums	168.19
			Dental Insurance Premium	22.72
			Dental Insurance Premium	22.72
			Health Insurance Contribut	267.73
			Health Insurance Contribut	267.73
			Health Insurance Contribut	1,232.97
			Health Insurance Contribut	1,232.97
			Health Insurance Contribut	899.02
			Health Insurance Contribut	899.00
			Vision Insurance Contribut	14.34
			Vision Insurance Contribut	14.34
			Vision Insurance Contribut	10.09
			Vision Insurance Contribut	1.25
			Vision Insurance Contribut	6.25
			Vision Insurance Contribut	6.26
		INTERNAL REVENUE SERVICE	FICA	737.84
			Medicare	172.59
		ICMA	Retirement 401	730.99
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		LOWE'S	SLEEVES & ADAPTERS	12.51
			CLAMPS & FITTINGS	18.39
		BANKCARD SERV 5106	PIZZA - OSHA TRAINING	36.97
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.44
			Flexible Spending Accts -	3.44
		WEX INC	ENG -WATER FUEL	84.31
			WATER DEPT FUEL	1,707.31
			WATER GPS	141.75
		AMEREN MISSOURI	PARKVIEW WELL 5/14-6/13/18	965.56
			BLUFF RD TOWER 5/8-6/7/18	3,517.35
			COLLEGE WELL 5/7-6/6/18	1,734.32
			COLUMBIA WELL 5/14-6/13/18	3,152.54
			COLUMBIA TOWER 5/14-6/13/1	93.41
		HSA BANK	HSA Contribution	49.88
			HSA Family/Dep. Contributi	324.01
		PATTERSON, JOHN	MILEAGE REIMB 5/30-6/6/18	50.14
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	7.45
			Group Dependent Life Ins	7.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	22.65
			Group Life Ins and Buy Up	6.64
			Group Life Ins and Buy Up	6.64
			Short Term Disability Ins	28.88
			Short Term Disability Ins	28.87
			Short Term Disability Ins	12.13
			Short Term Disability Ins	12.13
		CARLSON, CHAD	MILEAGE REIMB 6/6-6/13/18	32.70
			TOTAL:	18,957.92
NON-DEPARTMENTAL	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	84.77
			Dental Insurance Premiums	84.77
			Health Insurance Contribut	158.15
			Health Insurance Contribut	158.15
			Health Insurance Contribut	55.93
			Health Insurance Contribut	55.93
			Vision Insurance Contribut	19.75
			Vision Insurance Contribut	19.75
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	5.02
			Vision Insurance Contribut	2.52
			Vision Insurance Contribut	2.52
		MO DEPT OF REVENUE	State Withholding	435.98
		INTERNAL REVENUE SERVICE	Fed WH	1,522.01
			FICA	1,086.94
			Medicare	254.23
		LEGALSHIELD	Pre-Paid Legal Premiums	3.13
			Pre-Paid Legal Premiums	3.13
		ICMA	Retirement 457 &	54.55
			Retirement 457	128.52
			Loan Repayments	45.71
			Loan Repayments	21.11
			Loan Repayments	21.24
			Loan Repayments	104.27
			Retirement Roth IRA	64.85
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	161.99
			American Fidelity	161.99
			Amerian Fidelity	37.91
			Amerian Fidelity	37.91
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	27.74
			Texas Life After Tax	27.74
		HSA BANK	HSA Contribution	8.25
			HSA Family/Dep. Contributi	350.31
		PRINCIPAL LIFE INSURANCE COMPANY	Group Life Ins and Buy Up	12.42
			Group Life Ins and Buy Up	12.42
			TOTAL:	5,236.63
Sewer	Sewer Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	199.16
			Dental Insurance Premiums	199.18
			Dental Insurance Premium	22.71
			Dental Insurance Premium	22.71
			Health Insurance Contribut	267.73
			Health Insurance Contribut	267.73
			Health Insurance Contribut	2,296.59
			Health Insurance Contribut	2,296.59

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Health Insurance Contribut	908.00
			Health Insurance Contribut	908.03
			Vision Insurance Contribut	19.78
			Vision Insurance Contribut	19.78
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	5.04
			Vision Insurance Contribut	2.54
			Vision Insurance Contribut	2.52
		INTERNAL REVENUE SERVICE	FICA	1,086.91
			Medicare	254.18
		ICMA	Retirement 401	954.35
			Retirement 457 &	5.00
		CAMDEN COUNTY RECORDER OF DEEDS	LIEN RELEASE	12.50
		LOWE'S	FILTERS & CLEANING SUPPLIE	172.55
		BANKCARD SERV 5106	PIZZA - OSHA TRAINING	36.98
		EARP, NATHAN	MILEAGE REIMB 6/6-6/13/18	88.29
		STARK, CHAD	MILEAGE REIMB 6/6-6/13/18	37.06
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	3.44
			American Fidelity	3.44
		AMERICAN FIDELITY ASSURANCE CO FLEX AC	Flexible Spending Accts -	3.54
			Flexible Spending Accts -	3.54
		WEX INC	ENG -SEWER FUEL	84.31
			SEWER DEPT FUEL	1,468.22
			SEWER GPS	216.50
		AMEREN MISSOURI	CLEARWOOD LN LOT 5/3-6/4/1	13.62
			CAMPGROUND LN 5/8-6/7/18	16.95
			4631 WINDSOR DR 5/14-6/13/	11.72
			PREWITTS PT 5/7-6/6/18	56.99
			PW LIFT STN 5/15-6/14/18	15.40
			PA HE TSI 5/8-6/7/18	13.85
			LIFT STATIONS & GRINDER PU	4,367.26
			1089 OB RD LIFT STN 5/14-6	11.83
			5707 OB PKWY 5/14-6/13/18	13.02
		HSA BANK	HSA Contribution	49.87
			HSA Family/Dep. Contributi	551.24
		LIEDEL, BRIAN	MILEAGE REIMB 6/6-6/13/18	29.43
		WALKER, DUSTIN	MILEAGE REIMB 6/13-6/19/18	10.90
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	8.60
			Group Dependent Life Ins	8.60
			Group Life Ins and Buy Up	22.62
			Group Life Ins and Buy Up	22.62
			Group Life Ins and Buy Up	11.43
			Group Life Ins and Buy Up	11.43
			Short Term Disability Ins	29.13
			Short Term Disability Ins	29.15
			Short Term Disabiilty Ins	18.38
			Short Term Disabiilty Ins	18.38
		CARLSON, CHAD	MILEAGE REIMB 6/6-6/13/18	16.35
			TOTAL:	17,232.71
NON-DEPARTMENTAL	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	38.01
			Dental Insurance Premiums	38.01
			Health Insurance Contribut	72.88
			Health Insurance Contribut	72.88
			Vision Insurance Contribut	10.76
			Vision Insurance Contribut	10.76

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	3.76
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		MO DEPT OF REVENUE	State Withholding	287.00
		INTERNAL REVENUE SERVICE	Fed WH	860.65
			FICA	717.50
			Medicare	167.80
		ICMA	Retirment 457 &	67.39
			Retirement 457	15.00
			Loan Repayments	122.24
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	70.00
			American Fidelity	70.00
			Amerian Fidelity	54.48
			Amerian Fidelity	54.48
		LACLEDE COUNTY CIRCUIT CLERK	Case No. #11LA-AC00632	94.84
			Case No,. 14LA-AC00228	85.35
		HSA BANK	HSA Family/Dep. Contributi	125.00
			TOTAL:	3,050.09
Ambulance	Ambulance Fund	MIDWEST PUBLIC RISK	Dental Insurance Premiums	89.31
			Dental Insurance Premiums	89.31
			Dental Insurance Premium	34.16
			Dental Insurance Premium	34.16
			Health Insurance Contribut	402.60
			Health Insurance Contribut	402.60
			Health Insurance Contribut	1,058.34
			Health Insurance Contribut	1,058.34
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	10.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.78
			Vision Insurance Contribut	3.77
			Vision Insurance Contribut	3.77
		INTERNAL REVENUE SERVICE	FICA	717.50
			Medicare	167.80
		ICMA	Retirement 401	578.34
		CHARTER COMMUNICATIONS HOLDING CO LLC	JUNE SERVICE	25.56
		AMERICAN FIDELITY ASSURANCE COMPANY	Amerian Fidelity	10.42
			Amerian Fidelity	10.42
		WEX INC	AMB FUEL	506.42
		HSA BANK	HSA Contribution	75.00
			HSA Family/Dep. Contributi	150.00
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	6.42
			Group Dependent Life Ins	6.42
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	18.90
			Group Life Ins and Buy Up	3.97
			Group Life Ins and Buy Up	3.97
			Short Term Disability Ins	23.20
			Short Term Disability Ins	23.20
			Short Term Disabiilty Ins	9.24
			Short Term Disabiilty Ins	9.24
			TOTAL:	5,570.40
NON-DEPARTMENTAL	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	20.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Dental Insurance Premiums	20.27
			Health Insurance Contribut	36.44
			Health Insurance Contribut	36.44
			Health Insurance Contribut	16.70
			Health Insurance Contribut	16.70
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	13.99
			Vision Insurance Contribut	1.88
			Vision Insurance Contribut	1.88
		MO DEPT OF REVENUE	MAY 2018 SALES TAX	2,861.53
			State Withholding	87.18
		INTERNAL REVENUE SERVICE	Fed WH	286.60
			FICA	339.09
			Medicare	79.31
		ICMA	Retirement 457	94.20
			Loan Repayments	38.55
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	30.77
			American Fidelity	30.77
			Amerian Fidelity	20.57
			Amerian Fidelity	20.57
		TEXAS LIFE INSURANCE CO	Texas Life After Tax	7.88
			Texas Life After Tax	7.88
			TOTAL:	4,083.46
Lee C. Fine Airport	Lee C. Fine Airpor	MIDWEST PUBLIC RISK	Dental Insurance Premiums	47.63
			Dental Insurance Premiums	47.63
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	201.30
			Health Insurance Contribut	201.30
			Health Insurance Contribut	529.17
			Health Insurance Contribut	529.17
			Health Insurance Contribut	271.06
			Health Insurance Contribut	271.06
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	14.01
			Vision Insurance Contribut	1.89
			Vision Insurance Contribut	1.89
		WALMART COMMUNITY/GECRB	ICE	36.44
			ICE	29.60
		AMEREN MISSOURI	LCF RD WELL 5/8-6/8/18	11.24
			LCF TERMINAL BLDG 5/8-6/8/	524.30
			LCF HANGAR 2 5/8-6/8/18	39.54
			LCF NEW HANGAR 5/8-6/8/18	69.74
		INTERNAL REVENUE SERVICE	FICA	339.09
			Medicare	79.31
		BANKCARD SERV 7564	15AMP BREAKER & SOLENOID	51.21
		ICMA	Retirement 401	308.68
		LOWE'S	ASPHALT, PIPE, HERCULES TA	64.52
			PERMNT ASPHALT	24.66
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	10.42
			American Fidelity	10.42
		WEX INC	LCF FUEL	40.16
			LCF GPS	50.00
		HSA BANK	HSA Contribution	37.50
			HSA Family/Dep. Contributi	125.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.78
			Group Dependent Life Ins	2.78
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.27
			Group Life Ins and Buy Up	7.27
			Short Term Disability Ins	9.28
			Short Term Disability Ins	9.28
			Short Term Disabiilty Ins	8.57
			Short Term Disabiilty Ins	8.57
			TOTAL:	4,087.23
NON-DEPARTMENTAL	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	30.41
			Dental Insurance Premiums	30.41
			Health Insurance Contribut	66.79
			Health Insurance Contribut	66.79
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	2.15
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		MO DEPT OF REVENUE	MAY 2018 SALES TAX	58.10
			State Withholding	48.82
		INTERNAL REVENUE SERVICE	Fed WH	179.14
			FICA	215.23
			Medicare	50.33
		ICMA	Retirement 457	24.80
		AMERICAN FIDELITY ASSURANCE COMPANY	American Fidelity	28.15
			American Fidelity	28.15
			Amerian Fidelity	13.71
			Amerian Fidelity	13.71
			TOTAL:	873.92
Grand Glaize Airport	Grand Glaize Airpo	MIDWEST PUBLIC RISK	Dental Insurance Premiums	71.45
			Dental Insurance Premiums	71.45
			Dental Insurance Premium	17.08
			Dental Insurance Premium	17.08
			Health Insurance Contribut	1,084.22
			Health Insurance Contribut	1,084.22
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	2.16
			Vision Insurance Contribut	7.54
			Vision Insurance Contribut	7.54
		WALMART COMMUNITY/GECRB	VINEGAR	2.48
		INTERNAL REVENUE SERVICE	FICA	215.23
			Medicare	50.33
		ICMA	Retirement 401	188.79
		LOWE'S	BULBS, TURNBUCKLE & SCREWS	60.42
		CHARTER COMMUNICATIONS HOLDING CO LLC	SERV 6/16-7/15/18	83.15
		WEX INC	GG FUEL	72.22
			GG GPS	25.00
		HSA BANK	HSA Family/Dep. Contributi	174.80
		PRINCIPAL LIFE INSURANCE COMPANY	Group Dependent Life Ins	2.57
			Group Dependent Life Ins	2.57
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	7.56
			Group Life Ins and Buy Up	1.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Group Life Ins and Buy Up	1.97
			Short Term Disability Ins	8.12
			Short Term Disability Ins	8.12
			Short Term Disabiilty Ins	4.28
			Short Term Disabiilty Ins	4.28
			TOTAL:	3,286.32

===== FUND TOTALS =====		
10	General Fund	140,864.12
20	Transportation	24,089.68
30	Water Fund	25,369.32
35	Sewer Fund	22,469.34
40	Ambulance Fund	8,620.49
45	Lee C. Fine Airport Fund	8,170.69
47	Grand Glaize Airport Fund	4,160.24

	GRAND TOTAL:	233,743.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Mayor & Board	General Fund	CAMDEN RESORT LP DBA CAMDEN ON THE LAK	BOARD RETREAT	782.83
			TOTAL:	782.83
City Treasurer	General Fund	MAPERS	2018 MAPERS CONF-K. BELL	75.00
			TOTAL:	75.00
Building Inspection	General Fund	SKILLPATH/NST SEMINARS	BUSINESS COMM BOOK-B. CASO	49.95
		STAPLES BUSINESS ADVANTAGE	POST-ITS	7.13
		LEGACY EMBROIDERY INC	WORK POLOS-O.OLIVER	190.00
		AMAZON CAPITAL SERVICES INC	COLOR TONER SET	375.00
			TOTAL:	622.08
Building Maintenance	General Fund	EZARDS	SHEARS,ROUND UP,NOZZLE,SPL	88.46
			ROUND UP & FASTENERS	27.77
		CONSOLIDATED ELECTRICAL DISTR, INC	BULBS	30.60
		LEGACY EMBROIDERY INC	WORK POLOS-D.DAMRON	107.00
		CROWN LINEN SERVICE INC	CH FLOOR MATS	33.06
		CHEM-AQUA INC	WATER TREATMENT PROGRAM	885.60
			TOTAL:	1,172.49
Parks	General Fund	PROFESSIONAL TURF PRODUCTS	NEW TORO TIRE	153.41
		FASTENAL CO	DRILL BIT	16.70
			DRILL BIT	33.40
			DRILL BIT	17.83
		GB MAINTENANCE SUPPLY	PRETTY POTTY	24.78
		MOTOR HUT INC	HAND HELD BLOWER	139.99
		KANSAS GOLF AND TURF INC	VENTRAC WEAR AND TEAR	129.14
			SMITHCO ATTACHMENT WEAR &	464.03
		COMMERCIAL & RESTAURANT EQUIP INC DBA	SERVICE WALK IN COOLER	583.43
		MPR SUPPLY CO	IRRIGATION PARTS	407.87
			IRRIGATION PARTS	773.60
			TOTAL:	2,744.18
Overhead	General Fund	PITNEY BOWES INC	POSTAGE MACHINE WASTE CONT	18.56
		WILLIAMS KEEPERS LLC	2017 AUDIT BILLING #5	2,000.00
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GENERAL FUND POSTAGE RESER	630.00
			TOTAL:	2,648.56
Police	General Fund	MO VOCATIONAL ENTERPRISES	BUSINESS CARDS-K. LOWE	16.00
		O'REILLY AUTOMOTIVE STORES INC	TIRE SHINE	9.98
		BIG O TIRES AND SERVICE CENTERS	NEW TIRES - PD 31	699.24
		TURN KEY MOBILE INC	BARE WIRE DC POWER ADAPTER	386.98
		STAPLES BUSINESS ADVANTAGE	DVD-R,ENVLPS,PENS,TAPE, FO	80.00
			USB	14.42
			COPY PAPER, TONER,PENCILS	747.95
			QUICK STORE-LETTER/LEGAL	37.67
			TONER & RULER	303.46
		XEROX CORPORATION DBA XEROX FINANCIAL	JUNE LEASE PAYMENT	146.00
		PROMOS 911 INC	KRAZY KUBE	316.92
			TOTAL:	2,758.62
911 Center	General Fund	WEST SAFETY SOLUTIONS CORP	V-VAAS MONTHLY FEE 6/3-7/2	3,525.00
			TOTAL:	3,525.00
Planning	General Fund	AMAZON CAPITAL SERVICES INC	WASTE TONER CONTAINER	29.86
			TOTAL:	29.86

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Information Technology	General Fund	TYLER TECHNOLOGIES INC	EXECUTIME PROF SERVICE	31.25
			EXECUTIME PROFESSIONAL SER	312.50
		ALEXANDER OPEN SYSTEMS INC	V CENTER SERVER 6 STD SUPP	4,995.00
			TOTAL:	5,338.75
Economic Development	General Fund	LAKE OF THE OZARKS REG ECON DEV COUNCI	LOREDC SHIRT-J. OLIVARRI	20.75
			LOREDC SHIRT-J. WOODS	20.75
			LOREDC SHIRT-R. ROSS	20.75
		GILMORE & BELL PC	OB COMMONS TIF 1/1/18-5/31	450.00
		COMFORT CARE	WHITE GOODS EVENT	1,200.00
		BROADCAST MUSIC INC	MUSIC LICENSE 6/2018-5/201	349.00
			TOTAL:	2,061.25
Transportation	Transportation	ENNIS PAINT INC	PAINT	4,110.50
		CAPITAL MATERIALS LLC	PATCH MATERIAL FOR HONEYSU SEALER	733.85
				1,563.25
		EZARDS	KEYS	3.18
			PART FOR WATER HOSE	0.40
		ELECTRONICS UNLIMITED	RESET PHONE LINES AT PW	23.33
		RP LUMBER INC	SUPPLIES FOR BENTWOOD	190.40
			SUPPLIES FOR BENTWOOD	141.40
		FASTENAL CO	PARTS FOR FINISH MOWER	5.22
			SAFETY GLASSES & GLOVES	13.29
		ARAMARK UNIFORM & CAREER APPAREL GROUP	TRANS DEPT UNIFORMS	50.12
			TRANS DEPT FLOOR MATS	9.26
			TRANS DEPT UNIFORMS	46.82
			TRANS DEPT FLOOR MATS	9.26
			PAPER TOWELS	7.74
			STREET SIGNS	553.85
		NU WAY CONCRETE FORMS CENTRAL INC	OZARK MEADOWS RD IMPROVEME	329.00
		O'REILLY AUTOMOTIVE STORES INC	HYD HOSE FOR BOBCAT MINI	54.49
		LAKE SUN LEADER 81525 & 1586450	BID-NICHOLS OVERLAY	236.25
		CAMDENTON LAWN & GARDEN CENTER`	WEED KILLER	179.98
		CWD SUPPLY	TOOLS FOR BENTWOOD	130.79
			STAKES FOR BENTWOOD	50.00
			DRILL BITS FOR BENTWOOD	18.20
			STAKES FOR BENTWOOD	25.00
		DAM STEEL SUPPLY	REBAR FOR BENTWOOD	66.00
			REBAR FOR BENTWOOD	43.00
		BLEDSON CONOCO SERVICES	TOWING FOR INT #66	373.00
		CORE & MAIN LP	PART TO PRESSURE TEST MACE REDUCER FOR MACE RD	82.68
				206.28
		AB PEST CONTROL INC	PW PEST CONTROL	16.67
		ELLIS BATTERY SPECIALISTS LLC	BATTERIES FOR MESSAGE BOAR	635.70
		CHASE CO INC	54" FASTRACK FUSION, BLADE	100.87
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS & POST-IT	25.77
		DREDGING INC DBA SCOTTS CONCRETE	CONCRETE FOR BENTWOOD	602.50
	CONCRETE FOR BENTWOOD	482.00		
PITNEY BOWES BANK INC DBA PITNEY BOWES	TRANS DEPT POSTAGE RESERVE	20.00		
BARTLETT & WEST INC	MACE RD PHASE 2 4/28-5/25/	14,760.90		
AMAZON CAPITAL SERVICES INC	BUBBA KEG JUGS	36.73		
	SAFTEY BOOTS - L. DUNHAM	59.67		
	TOTAL:	25,997.35		
Water	Water Fund	EZARDS	BATTERIES	25.98
			DRIVERS FOR DRILL	5.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DRILL BIT TAP	13.67
		PURCELL TIRE & RUBBER CO	REPLACE VALVE STEM - TRUCK	14.20
		MEEKS BUILDING CENTER	HAMMER BIT	7.49
		ELECTRONICS UNLIMITED	RESET PHONE LINES AT PW	23.33
		FEDERAL EXPRESS CORP	POSTAGE	25.53
		ARAMARK UNIFORM & CAREER APPAREL GROUP	WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	9.26
			WATER DEPT UNIFORMS	28.64
			WATER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS	7.75
		GOEHRI, GEORGE	JULY INS PREMIUM	49.70
		SCHULTE SUPPLY INC	2" WATER METERS	1,159.90
		POSTMASTER	PERMIT #10 RENEWAL	112.50
		CORE & MAIN LP	PARTS FOR HONEY SUCKLE	61.66
			MARKING PAINT	73.44
			REGULATORS	244.00
			PRESSURE REDUCING VALVE	533.73
		AB PEST CONTROL INC	PW PEST CONTROL	16.66
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS & POST-IT	25.76
		PITNEY BOWES BANK INC DBA PITNEY BOWES	WATER DEPT POSTAGE RESERVE	170.00
		DELTA GASES, INC	RENTAL OF HOBART 140	30.00
		AMAZON CAPITAL SERVICES INC	BUBBA KEG JUGS	36.73
			SAFTEY BOOTS - L. DUNHAM	59.67
			WORK SHOES - T. LEIGH	42.47
			TOTAL:	2,815.95
Sewer	Sewer Fund	CAPITAL MATERIALS LLC	SEALER	140.40
		ELECTRONICS UNLIMITED	RESET PHONE LINES AT PW	23.34
		RP LUMBER INC	STOCK CHAIN	279.98
		FASTENAL CO	SAFETY GLASSES	5.79
		ARAMARK UNIFORM & CAREER APPAREL GROUP	SEWER DEPT UNIFORMS	45.59
			SEWER DEPT FLOOR MATS	9.26
			SEWER DEPT UNIFORMS	50.12
			SEWER DEPT FLOOR MATS	9.26
		GB MAINTENANCE SUPPLY	PAPER TOWELS	7.75
		EWT HOLDINGS III CORP	ODOR CONTROL KK-114	750.00
			ODOR CONTROL LS 53-1	1,025.00
		MUNICIPAL EQUIPMENT CO	HYDRAULIC KIT & WASHERS	436.59
		POSTMASTER	PERMIT #10 RENEWAL	112.50
		LAKE OZARK-OSAGE BEACH JOINT SEWER PLA	MAY MONTHLY FLOWS	39,518.08
		CORE & MAIN LP	MARKING PAINT	73.44
		SYSTEMS MANUFACTURING INC	WORK ON WIN911 & SCADA	4,000.00
		AB PEST CONTROL INC	PW PEST CONTROL	16.67
		STAPLES BUSINESS ADVANTAGE	COPY PAPER, PENS & POST-IT	25.76
		PITNEY BOWES BANK INC DBA PITNEY BOWES	SEWER DEPT POSTAGE RESERVE	140.00
		AMAZON CAPITAL SERVICES INC	BUBBA KEG JUGS	36.74
			SAFTEY BOOTS - L. DUNHAM	59.66
			WORK SHOES - T. LEIGH	42.47
		CLIFFORD POWER SYSTEMS	SEMI-ANNUAL MAINT-29-5	1,120.22
			TOTAL:	47,928.62
Ambulance	Ambulance Fund	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	545.66
		AMERICAN RESPONSE VEHICLES INC	SWITCHES FOR LIGHT ON MEDI	33.40
		PITNEY BOWES BANK INC DBA PITNEY BOWES	AMB DEPT POSTAGE RESERVE	10.00
			TOTAL:	589.06

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
Lee C. Fine Airport	Lee C. Fine Airpor	GB MAINTENANCE SUPPLY NAEGLER OIL CO	PAPER TOWELS	60.10
			LCF AV GAS	9,038.65
		CROWN POWER & EQUIPMENT	LCF JET FUEL	13,349.30
			GRASS TRIMMER HEAD	39.98
		O'REILLY AUTOMOTIVE STORES INC ROTO-ROOTER	SCREW, M16X1.5 N, WASHER	224.50
			FUEL FILTR,CARB CLNR-BLUE	15.16
		PITNEY BOWES BANK INC DBA PITNEY BOWES	CABLED MAINLINE AT LCF	150.00
			LCF AIRPORT POSTAGE RESERV	20.00
		MESSICK FARM EQUIPMENT INC DBA MESSICK	SCREW & WASHER	127.18
			TOTAL:	23,024.87
Grand Glaize Airport	Grand Glaize Airpo	EZARDS	TRIMMER LINE & SPRAY NOZZL	22.98
			PAPER TOWEL HOLDER & COUPL	10.77
		PURCELL TIRE & RUBBER CO NAEGLER OIL CO	TRIMMER HEAD & WASHER FLUI	20.98
			NEW TIRE FOR GG TUG	114.76
		HEDRICK MOTIV WERKS LLC	GG AV GAS	12,649.76
			REPAIR STUCK BRAKE & OIL C	145.00
		O'REILLY AUTOMOTIVE STORES INC CROWN PRODUCTS INC	ANTIFREEZE & HAND CLEANER	15.78
			NOZZLE	1,153.30
		PITNEY BOWES BANK INC DBA PITNEY BOWES	GG AIRPORT POSTAGE RESERVE	10.00
			TOTAL:	14,143.33

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===== FUND TOTALS =====
10 General Fund                21,758.62
20 Transportation              25,997.35
30 Water Fund                  2,815.95
35 Sewer Fund                  47,928.62
40 Ambulance Fund              589.06
45 Lee C. Fine Airport Fund    23,024.87
47 Grand Glaize Airport Fund   14,143.33
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GRAND TOTAL:                  136,257.80
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City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: **(Name/Title)** Nicholas Edelman, Public Works DirectorDate Submitted: 06/21/18**Agenda Item Title:**

Bill 18-33 - An ordinance of the City of Osage Beach, Missouri, Authorizing the Mayor to execute Engineering Contract OB18-011 with HR Green, Inc. for the Osage Beach Parkway Sidewalks Phase 5.

Presented by: **(Name/Title)** Nicholas Edelman, Public Works Director**Requested Action:**
☐
☐
☒
☐

Motion to Approve

First Reading of Bill # _____

Second Reading of Bill # 18-33

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 20-00-773100 EngineeringFY 18 Budgeted Amount: \$ 330,000.00Expenditures to Date 05/30/18: (\$ 35,753.32)Available: \$ 294,246.68Requested Amount: \$ 82,978.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Bill 18-33; Exhibit 'A' Agreement; Exhibit 'L' Fee Estimate; Contract

Department Comments and Recommendation:

This project is to design sidewalks from Barry Prewitt Intersection to a location across the bridge over Rte. 54 near Mace Road. This project is for design only. MoDOT will be having a call from projects this fall for grant funds for sidewalk projects. This project would qualify if the Board of Aldermen would like to proceed in that direction.

HR Green was selected as most qualified firm for this project. There were four firms that submitted on this project.

This design will have three concepts that the Board and Public can review. These concepts will include different ideas on crossing the bridge. The costs associated with each option will be available. This project could have some astetic improvements to the existing bridge if you would like. The bridge is MoDOT's so we will have to get MoDOT's approval on any option.

The negotiated price for this work is \$82,978.00. We budgeted \$80,000 for this work. The Osage Beach Special Road District is contributing \$40,000 for this project. The additional funds can come from the Engineering Line item. Mace Road was under budget by \$12,000.

We have done work with HR Green in the past with good results and recommend approval of this bill.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-33 is in correct form as per City Attorney.

The first reading was read and passed by the Board of Aldermen on June 21, 2018.

I concur with the Public Works Director's recommendation.

BILL NO. 18-33

ORDINANCE NO. 18.33

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE ENGINEERING CONTRACT AEOB18-011 WITH HR GREEN INC., FOR THE OSAGE BEACH PARKWAY SIDEWALKS PHASE 5.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with HR Green Inc. fundamentally and substantially the same as under the terms set forth in Exhibit 1.

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed eighty-two thousand nine hundred seventy-eight dollars (\$82,978.00).

Section 3. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: June 21, 2018

READ SECOND TIME:

I hereby certify that the above Ordinance No. 18.33 was duly passed on _____, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstain:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.33.

Date

John Olivarri, Mayor

ATTEST:

Cynthia Lambert, City Clerk

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE I – SCOPE OF SERVICES

Whenever the phrases or words “CITY” or “City of Osage Beach” appear in this document, both the word and the phrase shall be construed signifying the “City of Osage Beach” acting through the Board of Aldermen and in conjunction and working with the City Engineer / Director of Public Works. This applies mainly to deliverables and review times as specified within.

HR Green will complete infrastructure and pedestrian improvements within the limits defined in the attached exhibit. More specifically, the following better describe the areas of interest:

1. HR Green will design improvements at the intersection of Osage Beach Parkway and Barry Prewitt Memorial Parkway. Generally, depending on the subsurface and pavement conditions obtained through the geotechnical investigations, a determination will be made as to whether this intersection project will be a mill and fill project or a complete reconstruction project.
2. HR Green will design a new ADA-compliant sidewalk along the north/east side of Barry Prewitt Memorial Drive / Route D from the aforementioned intersection to Meadow Lane. A retaining wall will be necessary on the north side of Barry Prewitt Memorial Parkway across from Columbia Blvd. to avoid existing utilities in place and without requiring them to relocate.

In order to achieve the above project goals and objective, the CONSULTANT will provide:

I. PROJECT MANAGEMENT

- a. Periodic Client Progress Meetings will be anticipated for the approximate duration of the project (total of 2 meetings anticipated). It is anticipated that all meetings will be held at the CITY offices. Progress meetings will be scheduled for 2 hours in duration to allow for travel and meeting minutes will be prepared and distributed to all attendees.
- b. Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. Meetings will last approximately one hour and will be held via conference call or Web-Ex. When applicable, meeting minutes will be prepared and shared with the CITY. Four (4) meetings are assumed for this task.
- c. Invoices and progress reports will be prepared monthly for the duration of the project (assume 14 months). The invoices will be prepared by the CONSULTANT in accordance with the standard Consultant Invoice from its accounting software. Subconsultants will prepare individual invoices for their work and submit the invoices to HR Green, who will summarize all the invoices into one comprehensive invoice.
- d. Subconsultant Services: Subconsultants will be used for specific parts of the contract where CONSULTANT does not have the ability to complete the work or where niche expertise is warranted. For this project, topographic and Right of Way surveys will be subconsulted. The subconsultant scope of service is provided along with a breakdown of fees, but for ease of understanding, the corresponding Subconsultant line items in the fee estimate are entered only as a single direct cost. CONSULTANT has hours shown in the fee estimate to coordinate with the Subconsultant with respect to scope, schedule and budget, as well as to process invoices.
- e. Quality Control Plan – CONSULTANT will establish review and checking procedures for the project deliverables. This includes designated responsibility for implementation of the Plan. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:

- 1) Preliminary Plans
- 2) Final PS&E

II. CONCEPTUAL DESIGN

- a. Project Coordination Kick-off Meeting – The CONSULTANT will hold a meeting with key agency stakeholders to explain the project, identify points of contact for each agency and identify key issues/concerns. Agency stakeholders will include: CITY, MoDOT, and others.
- b. Generate Conceptual Design Alternatives – The CONSULTANT will develop the following alternatives added to the existing Osage Beach Parkway bridge for pedestrian safety. The alternatives will be provided to the CITY for review and comment. The preferred alternative will be provided to MoDOT for review their approval.
 - 1) three (3) alternatives for pedestrian accommodations across the existing Osage Beach parkway bridge;
 - 2) three (3) options for aesthetic railing for the bridge (including treatments to the exterior and interior barriers if applicable);
 - 3) three (3) options for lighting (including both lighting of the interior and exterior of the bridge)
- c. Conceptual Alternative Memorandum – The CONSULTANT will provide graphical representations of each option in plan or profile view, and will provide a corresponding typical section for those options varying the existing layout. Preliminary design calculations will be performed in an attempt to identify and eliminate any unfeasible options. From these layouts and concepts, order of magnitude cost opinions will be developed and delivered in a Conceptual Alternatives Memorandum. This memo will explain the design alternatives and associated benefits and potential drawbacks of each alternative, along with HR Green's recommendation, to help the CITY proceed.
- d. Photo Rendering – The CONSULTANT will create a 3D model of the bridge using a number of various modeling computer programs. The model will be able to be viewed and rotated within a free viewer. The model will include the alternatives, finishes and colors and provide a realistic rendering of the proposed bridge with up to three (3) concepts included.
- e. Alternatives Selection – The CITY, with help from the CONSULTANT as requested, will select its preferred concept to move forward into Preliminary and Final design. It is assumed that the CONSULTANT will attend one (1) meeting to explain and present their findings to the CITY's Board of Alderman or designated committee. The CONSULTANT staff shall facilitate the meeting and explain the developed concepts and opinions of cost.

III. PRELIMINARY DESIGN

Based on preliminary discussions with the CITY, the CONSULTANT will provide Preliminary Plans that are approximately 30% complete. These plans will show the general nature of the proposed improvements and will include the following:

- a. Field Checks – The CONSULTANT will independently conduct a field check of the Topographic Survey or its component parts, as CONSULTANT deems necessary, to ensure all necessary aspects of the project are shown on the plans.
- b. Cover sheet with legend, sheet index, locator map, and abbreviations.
- c. Proposed typical sections.
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits.
- e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically. Design of horizontal and vertical alignment shall be sufficient to provide construction limits and cross sections.
 - 1) Approximate construction limits and easement / new right of way lines will be shown on the plan/profile sheets and will be based on the approximate construction limits.
 - 2) The location of all utilities, and book and page if the easement is on private property, based on available information.
 - 3) Potential aesthetic designs affecting the proposed sidewalk crossing of the Osage Beach Parkway bridge will be shown in plan view only at this time.

- f. Cross sections for mainline roads will be shown at fifty-foot intervals along the proposed centerlines of the alignment, drawn at a scale of 1" equals 5' both horizontally and vertically. Driveway sections will also be shown at the preliminary plan stage.
- g. No analysis of stormwater drainage impacts will be completed for the project. It is assumed that the sidewalk design will allow original drainage characteristics and patterns to remain intact. Any drainage design required for this project will be considered extra work outside the scope of services, and will require a supplemental agreement to complete
- h. Prepare Engineer's Estimate of Probable Cost (EEOPC) – the CONSULTANT will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing recent bids in Osage Beach and the surrounding areas.
- i. Utility Coordination – CONSULTANT will coordinate utility company activities for the project. The CONSULTANT will attend one (1) Utility Coordination Meeting after the preliminary design submittal has occurred to discuss existing facilities, their avoidance by the CONSULTANT during on-going design, and possible relocation corridors for impacted facilities. The understanding is that the CONSULTANT will facilitate and run this meeting.
 - 1) For this Utility Coordination Meeting, the CONSULTANT will provide a preliminary plan submittal to utility providers, including an electronic (PDF) set of plans with the following sheets, if applicable: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, CAD copies of the plans can be made available to the utilities for their use.

IV. FINAL DESIGN

The Final Plans, Specifications, and Estimate (PS&E) submittal in accordance with the following information:

- a. Cover sheet with legend, sheet index, locator map, and abbreviations.
- b. Tabulation of Quantities – Quantity sheets (Summery "A-Sheet" and "2B-Sheet(s) with subsequent quantity breakdown with per item/per sheet/per stage quantities will be provided)
- c. Proposed typical sections
- d. Reference ties sheet depicting adopted and set control for the project. Each reference point shall be three-point tied to existing features located outside proposed construction limits. Reference points should be located approximately five hundred feet (500') apart.
- e. Split plan and profile sheets drawn to a scale of 1" equals 20' horizontally and 1" equals 5' vertically for mainline and intersection streets.
- f. Individual curb ramp design details will provided as needed at a 1" equals 5' scale. Curb ramp details will include items such as landing locations, ramp locations, truncated dome locations, elevations necessary to provide ADA compliance, and design information (N, E, ELEV) at key locations to provide the contractor necessary assurance that compliance is achievable.
- g. Bridge Design Tasks
 - 1) Structural Design Calculations – The CONSULTANT will perform calculations to show that connecting railing to the top of the existing barrier(s) does not result in any structural insufficiencies. Additionally, calculations will be performed to determine if the existing prestressed concrete girders and reinforced concrete deck can accommodate the additional weight of either a raised sidewalk or separation barrier between the sidewalk and traffic lanes. Design shall be in accordance with the AASHTO LRFD Bridge Design Specifications, current edition at the time the design contract is executed, plus current interim specifications. The live load for the bridge will be determined in concert with MoDOT during the design process.
 - 2) Structural Details – Structural detail sheets will be prepared for the railing to be added to the existing barrier(s) showing material types, member shapes, sizes, welds, and baseplate connection details. Reinforcing details for the raised sidewalk or separation barrier will also be developed, along with joint details and their anchorage to the existing bridge deck.
 - 3) MoDOT Coordination – Coordination with the Bridge office will be required for any structural modifications made to the bridge. Time to communicate, make submittals, revise the plans based on review comments, and make another submittal is being accounted for. Two (2) submittals are expected.

- h. Striping and Signage plans necessary to remove the two way left turn lane (TWLTL) over the existing bridge will be shown on sheets drawn at a scale of 1" equal to 20'.
- i. Guardrail Detail sheets will be provided to transition between existing bridge barrier railing and new guardrail components.
- j. Erosion control plans will be provided on a split plan/plan sheet drawn at a scale of 1" equal to 20' horizontally, and will include specific locations for silt fence, waddles, ditch checks, rock dams, and other erosion control measures.
- k. Temporary Traffic Control will be shown on a singular Traffic Control Detail sheet since the project will likely entail a roving construction zone. Temporary Traffic Control Plans will show required lane drops, detours, required detour signage, etc. as necessary to meet the requirements of both MoDOT and the Manual on Uniform Traffic Control Devices (MUTCD).
- l. Prepare EEOPC – CONSULTANT will, based on the Final Design Plans, will complete an EEOPC (including right of way and utility costs within the estimate).

In addition to the specific PS&E requirements, the following items and assumptions are also included in this phase of work:

- m. Utility Coordination – The CITY will coordinate utility company activities for any adjustments required to be included in the final design plans. The CONSULTANT will make a Final PS&E (PDF) submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
 - 1) The CITY will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.
 - 2) The CONSULTANT will attend one (1) Utility Coordination Meeting in conjunction with the Final Design Plans.
- n. The CONSULTANT shall prepare all necessary Project Bidding documents for review and approval by the CITY. The CITY will provide samples of the front-end Contractual documents and the CONSULTANT shall advise the CITY of any needed changes to these documents to meet correlate with JSPs.

V. BIDDING SERVICES / CONSTRUCTION SERVICES

Bidding Services for this project will include:

- a. The CONSULTANT will assemble the bidding packages for the project, and combine all required bidding information into a Bid Proposal. The CONSULTANT will provide twenty (20) half size copies of the plans and twenty (20) bound copies of the Project bidding documents to the City for use in bidding.
- b. Issuing written clarifications in response to RFI's (in the form of addenda to the advertisement for bids)
- c. Attendance at the bid opening and pre-construction meeting
- d. Shop drawing review for various items as required in the contract.

VI. DELIVERABLES PROVIDED BY CONSULTANT

CONSULTANT will deliver or provide the labor and materials to assemble the following submittals:

- 1. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
- 2. Conceptual Plans
 - 1) One (1) PDF of the Technical Memorandum discussing options for pedestrian elements across the existing Osage Beach Parkway bridge, as well as lighting and railing options. Included will also be conceptual drawings and cost comparisons.
- 3. Preliminary Plans
 - 1) One (1) PDF set of Initial Preliminary Plans for review by the CITY
 - 2) One (1) ½-size set of Preliminary Plans to the CITY for their records and a PDF set to the utility companies as the deliverable.
- 4. Final PS&E
 - 1) One (1) PDF set of Construction Plans for preliminary review by the CITY
 - 2) One (1) PDF set of Final Plans to the CITY and the utility companies as the deliverable. In addition, one (1) electronic set of the Project Bidding Documents will be submitted to the CITY for preliminary review.

- 3) One (1) PDF set of Final Plans to the CITY as the secondary final deliverable. In addition, one (1) electronic set of Project Bidding Documents will be submitted to the CITY for final approval. In addition, twenty (20) hard copies of the Construction Plans and Bidding Documents will be printed and delivered to the CITY for bidding.
- 4) One (1) Compact Disk (CD) containing an electronic copy of the Plans in AutoCAD format and including one (1) copy of the Bidding Documents in Microsoft Word format. The design will be completed in Microstation (using Geopak as the design software) and converted to AutoCAD for submittal to the utilities requesting electronic files.

VII. ASSUMPTIONS / EXCLUSIONS TO THIS PROPOSAL

- a. Right of Way surveys or Basemapping outside of the existing Osage Beach Parkway right of way. It is assumed that all design and construction will stay within current ROW limits.
- b. Lighting design plans are excluded because of the various options and differences in how the CITY may proceed. Lighting design will be handled with supplemental agreement if selected.
- c. Widening the bridge deck or any design plans required to do so are excluded from this scope. Scope refers to only options that modify the existing bridge deck at its current width.
- d. A standalone pedestrian structure is not being considered as a viable option for cost, and is therefore excluded from the conceptual alternatives phase.
- e. Traffic signal design warrants for, or any other related traffic signal work is not included in this proposal. Traffic signal interconnect work is also excluded from this proposal.
- f. Right of way design or acquisition services
- g. Wetland Mitigation / Soil Mitigation Plan.
- h. Archeological / Historical / Cultural Exploration
- i. Full size plans or mylars at final submission.
- j. Construction Phase services except as specifically described elsewhere in this document.
- k. Any fees required for approvals or permits.
- l. Retaining Wall design (including plan or elevation layouts or modular / cast in place structural designs)
- m. Any work related to condemnation of specific parcels, including exhibits.
- n. GIS-related work or conversion of project construction documents thereto.
- o. FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).

PROJECT: OSAGE BEACH PARKWAY - PHASE 5 SIDEWALKS PROJ. NO.: 180680 CLIENT: City of Osage Beach, Missouri CLIENT PM: Nicholas Edelman, PE - Public Works Director / City Engineer CONSULTANT PM: Jason Dohrmann, PE				EXHIBIT "L"										Stripmap Mounting Mileage to City Hall Car Rental					
Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task SubTotal	Total Expenses	Task Total	HR GREEN, INC.														
TOTAL HOURS					3	102	65	306	225	40	25								
COST PER HOUR / UNIT (Direct Labor Rate)					225	202	184	132	116	102	72	75.00							
TOTAL LABOR COST					675	20604	11960	40392	26100	4080	1800	8		750.00				16,259.33	
PERCENTAGE OF PROJECT HOURS					0.7%	22.2%	14.1%	66.5%	48.9%	8.7%	5.4%								
												EXPENSES							
					PRIN.	PROJ. MNGR.	BRIDGE PROF.	PROF	JR PROF	JR PROF	ADMIN. ASST.	Car Rental		Copies			Other Direct (Printing, Mounting, etc.)	Subcontractors	
						JSD	KB / CH	AS / EM	NE / EN	SD	BL	Unit	Total	Number	Unit Price	Total	Total	Total	
i	PROJECT MANAGEMENT												-			-			
a	External client progress meetings - 2 meetings assumed	1,272.00	150.00	1,422.00		4			4			2	150.00			-			
b	Internal team progress meetings - 4 meetings assumed	1,640.00	-	1,640.00		4	2		4				-			-			
c	Invoices and progress reports (assume 14 months)	1,918.00	-	1,918.00		7					7		-			-			
d	Subcontractor Services - Engineering Surveys and Services (topo)	404.00	16,259.33	16,663.33		2							-			-		16,259.33	
e.1	QA/QC Preliminary Plan Submittal	1,033.00	-	1,033.00	1	4							-			-			
e.2	QA/QC Final PS&E Plan Submittals	1,841.00	-	1,841.00	1	8							-			-			
													-			-			
II	CONCEPTUAL DESIGN	-	-	-									-			-			
a	Project Kickoff Meeting	772.00	75.00	847.00		2	2	2				1	75.00			-			
b	Generate Conceptual Design Alternatives	2,280.00	-	2,280.00		4	8	40					-			-			
c	Conceptual Alternatives Memo	4,560.00	-	4,560.00		8	16						-			-			
d	Photo Renderings	5,696.00	-	5,696.00		8		8		40			-			-			
e	Alternatives Selection Process	1,544.00	75.00	1,619.00		4	4	4				1	75.00			-			
													-			-			
III	PRELIMINARY DESIGN	-	-	-									-			-			
a	Field check of topo survey and address any issues (incl. add'l survey)	1,616.00	75.00	1,691.00		8						1	75.00			-			
b	Prepare cover sheet (1 sheet)	116.00	-	116.00				1	1				-			-			
c	Prepare typical sections (2 sheets)	832.00	-	832.00			2	2	4				-			-			
d	Prepare control pt, benchmarks, and geom. sheet (1 sheet)	232.00	-	232.00				1	2				-			-			
e	Prepare plan/profile sheets (4 sheets)	4,520.00	-	4,520.00		4		16	32				-			-			
g	Prepare cross sections for mainline (8 sheets)	928.00	-	928.00				8	8				-			-			
i	Engineers Estimate of Probable Construction Cost - Prelim. Plans	850.00	-	850.00		1	1	4	4				-			-			
j	Attend Preliminary Design utility coordination meeting and prepare minutes	1,184.00	75.00	1,259.00		4		8	2		2	1	75.00			-			
													-			-			
IV	FINAL DESIGN	-	-	-									-			-			
a	Modify cover sheet (1 sheet)	116.00	-	116.00					1				-			-			
b	Tabulate quantities and prepare 2A and 2B sheets (3 sheets)	4,580.00	-	4,580.00		2		8	36				-			-			
c	Modify typical sections (2 sheets)	232.00	-	232.00				4	2				-			-			
d	Modify control pt, benchmarks, and geom. sheet (1 sheet)	434.00	-	434.00		1		8	2				-			-			
e	Modify plan/profile sheets (4 sheets)	3,188.00	-	3,188.00		2		8	24				-			-			
f	Prepare individual curb ramp detail sheets (2 sheets)	4,520.00	-	4,520.00		4		8	32				-			-			
g	Structural Design Calculations	1,472.00	-	1,472.00			8	24					-			-			
h	Prepare Structural Details	2,208.00	-	2,208.00			12	48					-			-			
i	MoDOT Bridge Office Coordination and submittals	1,140.00	-	1,140.00		2	4	16					-			-			
j	Prepare striping and signage plans (2 sheets)	666.00	-	666.00		1		16	4				-			-			
k	Prepare guardrail detaisl sheets (2 sheets)	2,260.00	-	2,260.00		2		8	16				-			-			
l	Prepare erosion control sheet (2 sheets)	666.00	-	666.00		1		12	4				-			-			
m	Prepare Temporary TCP / Staging sheets (1 sheet)	3,914.00	-	3,914.00		1		8	32				-			-			
n	Update EEOPC for final quantities / cost indexing	116.00	-	116.00				2	1				-			-			
o	Attend final utility coordination meeting and prepare minutes	952.00	75.00	1,027.00		4					2	1	75.00			-			
p	Prepare Bidding Documents and other required paperwork	801.00	-	801.00	1			40			8		-			-			
													-			-			
V	BIDDING SERVICES / CONSTRUCTION SERVICES	-	-	-									-			-			
a	Assemble Bidding Documents and plans for distribution	924.00	825.00	1,749.00		2			2		4	1	75.00			-	750.00		
b	Issuing written clarifications to requests for information during bidding phase	512.00	-	512.00			2	2			2		-			-			
c	Attend bid opening and preconstruction conference	1,616.00	150.00	1,766.00		8						2	150.00			-			
d	Perform shop drawing reviews	1,664.00	-	1,664.00			4		8				-			-			
													-			-			

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between the City of Osage Beach Missouri hereinafter referred to as “City” and HR Green Inc., hereinafter referred to as “Engineer.”

WITNESSETH:

WHEREAS, City requires the services of Engineer in connection with the following improvement: Osage Beach Parkway Phase 5; and,

WHEREAS, City desires to enter into an Agreement with Engineer to perform Consulting services as aforementioned; and,

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

ARTICLE I – SCOPE OF SERVICE TO BE PROVIDED BY THE ENGINEER:

Engineer, upon receipt of written notice from the City that this Agreement has been approved, will furnish the necessary engineering and related services as stipulated in the attached proposal from the Engineer in Exhibit A, attached, dated _____, 20____, page 1 through page 5.

ARTICLE II - ADDITIONAL SERVICES:

The City reserves the right to request additional work, based on changed or unforeseen conditions which require changes and work beyond the scope of this Agreement. In this event, a Supplement to this Agreement shall be executed prior to performing the additional changed work or incurring any additional cost therefor. Any change in compensation will be covered in the Supplement.

ARTICLE III - SCOPE OF SERVICES TO BE PROVIDED BY THE CITY:

The City agrees to furnish information and have work done without cost to the Engineer as follows:

1. Make available to the Engineer existing records, maps, plans, and other data possessed by City when such are necessary, advisable or helpful to the Engineer in the completion of his work under this Agreement. The City shall furnish a copy of property ownership information from City tax records.

2. Provide all necessary title work, deeds, plats, etc. as required for the completion of the project and the preparation of the right-of-way and easement plans and descriptions.
3. Provide Standard City forms and/or standard plans as required including contractual sections for bid document.
4. Pay publishing costs for advertisements of notices, public hearings, request for bids, and other similar items. Pay for all permits and licenses that may be required by local, state or federal authorities. Secure the necessary land, easements and right-of-way required for the project.
5. Designate a representative who will serve as their primary point of contact and who will be authorized to act for and on behalf of the City throughout completion of the services covered by this Agreement.
6. Examine all studies and drafts developed by the Engineer, obtain reviews by other agencies involved and render decisions thereon in a prompt manner so as not to delay the Engineer.

ARTICLE IV - PERIOD OF SERVICE:

The Engineer will commence work within two (2) weeks after receiving Notice to Proceed from the City. The service duration is assumed to be 9 months, unless terminated sooner.

ARTICLE V - PROGRESS SCHEDULE:

The contracting parties agree that time is of the essence. Each month the Engineer shall submit a Progress Report to the City. The Progress Report will be in the form of either a bar graph or a Critical Path Method (CPM) Schedule. It shall include scheduled periods for each of the elements into which the Engineer's work is divided. Each work element shall be assigned a percentage of the total work upon which progress can be computed for interim payments. The total percentage completed shall be shown. The schedule periods shall also include a time allowance for review and approvals by the City. (Assume three (3) weeks review time for City on each submittal).

ARTICLE VI - COVENANT AGAINST CONTINGENT FEES:

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement the price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, plus reasonable attorney's fees.

ARTICLE VII - SUBLETTING ASSIGNMENT:

No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without the written consent of the City. The subletting of the work shall in no way relieve the Engineer of its primary responsibility for the quality and performance of the work.

ARTICLE VIII - PROFESSIONAL ENDORSEMENT:

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work.

ARTICLE IX – STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

If, during the two year period following completion of the Services under the applicable Request for Services, it is shown there is an error in the Services caused by Engineer's failure to meet such standard, Engineer shall re-perform, at no additional cost to the City, such Services as may be necessary to remedy such error.

Engineer shall have no liability for defects in the Services attributable solely to Engineer's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by the City or third parties retained by the City.

ARTICLE X – INDEMNIFICATION

Engineer shall indemnify and hold the City harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) for bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence or willful misconduct of Engineer.

ARTICLE XI – INSURANCE

Engineer shall purchase and maintain such insurance as will protect itself against loss from its alleged or actual liability to satisfy those claims which are set forth below and which may arise out of or result from Engineer's operations under the Agreement, whether such operations be by itself or by anyone for whose acts it may be liable:

Workers' Compensation and/or all other social insurance in accordance with the statutory requirements of the state, province, or country having jurisdiction over Engineer's employees who are engaged in the Services, with Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non--owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Such policies shall include Contractual Liability coverage. Engineer agrees to name the City as Additional Insured on such policies, but only to the extent of Engineer's negligence under this Agreement and only to the extent of the insurance limits specified herein.

Professional Liability insurance with limits of \$2,000,000 in the aggregate for professional liability arising out of the performance of this Agreement.

Engineer agrees to provide the City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the City. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

ARTICLE IX - MISCELLANEOUS PROVISIONS:

The following miscellaneous provisions are agreed to by both parties to this Agreement.

1. Inspection of Documents.
The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this Agreement and to the project covered by this Agreement, for a period of not less than three (3) years following final payment. An authorized representative of the City shall have access to the records for inspection, during regular working hours at the Engineer's place of business.
2. Conferences, Visits to Site, Inspection of Work.

A representative of the City shall have the privilege of inspecting and reviewing the work being done by the Engineer and consulting with its staff at any time. Conferences are to be held at the request of the City or the Engineer.

3. Accuracy of Work. Engineer shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Engineer without additional compensation. Acceptance of the work by the City will not relieve the Engineer of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities during construction. The Engineer shall give immediate attention to these revisions or corrections so there will be a minimum of delay to the project or to the contractor.
4. Relationship with Others. The Engineer shall cooperate fully with engineers on adjacent projects, municipalities, local government officials, public utility companies, and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings, as may be requested by the City; furnishing plans and other data as may be requested from time to time by the City, and compliance with all directives issued by the City.
5. Ownership of Documents. Plans, electronic data, and maps and specifications prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work. Basic survey notes, design computations and other data prepared under this Agreement shall be made available to the City upon request. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use.
6. Termination. Engineer or the City may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which City or Engineer may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, flier, lists, and all other City materials must be delivered and returned by the Engineer to the City within 15 calendar days of the demand of the City.

If the Agreement is terminated due to the Engineer's service being unsatisfactory in the judgment of the City, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in such manner as it deems to be in the best interest of the City. The Engineer will be responsible for any excess cost in addition to that provided for in this agreement or any damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance or prosecution.

7. Successors and Assigns. The City and the Engineer each bind themselves, their successors, executors, administrators, and assigns to the other party to this

Agreement, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

8. Compliance with Laws. The Engineer shall keep itself fully informed of all existing and current regulations of the City, State, and Federal laws which in any way limit control or apply to the Engineer's services or actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. It shall at all times observe and comply with all ordinance, laws, and regulations, and shall protect and indemnify the City against any claims or liability arising from or based on any violations of the same.

The subcontractor shall not discriminate against any qualified person because of her or his race, color, national origin, religion, age, sex or handicap in recruitment and recruitment advertising, employment, upgrading, promotion, demotion or transfer, lay-off or termination, rates of pay or other forms of compensation, other terms of conditions of employment and selection for training including apprenticeship.

The subcontractor will permit, on reasonable notice and at reasonable times, the CRO to visit its premises, inspect and copy thereon its business records, survey its work forces and interview its employees, as may be necessary to verify compliance with this chapter and implementation of the affirmative action plan of the Subcontractor. The subcontractor further agrees to furnish such future information as may be reasonably required of it within ten (10) working day of the date it is requested in writing by the CRO.

10. Nondiscrimination. The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VI of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405(b), . In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Engineer's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of color, race or national origin.
11. Independent Contractor. The Engineer shall work as an independent contractor and not as an employee of the City. The Engineer shall be subject to the direction of the City only as to the result to be accomplished and not as to the means and methods for accomplishing the result. The Engineer shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State,

and City withholding taxes and all other taxes, and operate its business independent of the business of the City except as required by this Agreement.

12. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless as expressed herein.
13. Incorporation. This Agreement along with the Engineer's attached proposal and fee breakdown, incorporates the entire understanding and agreement of the parties.
14. Time of Essence. Timely performance of all duties provided herein is the essence of this Agreement.
15. Decisions Under this Agreement. The City will determine the acceptability of work performed under this Agreement, and will decide all questions which may arise concerning the project. The City's decision shall be final and conclusive.

ARTICLE XI - PAYMENTS TO THE ENGINEER:

For the engineering services performed by Engineer under this Agreement and as full compensation therefor, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to conformance with all provisions of this Agreement, City will pay Engineer as follows:

1. City will pay a not-to-exceed fee of \$82,978.00, as compensation for Engineer's services and expenses as set forth in the Engineer's attached Proposal and Rate Schedule.
2. Upon successful completion of each task outlined in the proposal, the Engineer will present an invoice to the City, and said invoice shall be approved by The Director of Public Works who will recommend payment to the Engineer.

ARTICLE XII – ENCLOSURES & ATTACHMENTS

Engineer's Proposal to Provide Engineering Services and Current Rate Schedule.

IN WITNESS WHEREOF, the City of Osage Beach, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has executed this agreement as of the date below.

Execution hereof is authorized by Ordinance No. 18-____.

Approved by:

John Olivarri
Mayor

Attest:

City Clerk Cynthia Lambert

By: _____
HR Green, Inc.

Approved to form this _____ day of _____, 20_____

City Attorney Edward Rucker

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: **(Name/Title)** Cary Patterson, City PlannerDate Submitted: 06/25/18**Agenda Item Title:**

Public Hearing on Bill 18-35: Special Use Case 400: A Colorful Life, LLC (Belinda Phillips) Property Owner Fred Dehner, Proposed Developer - Special Use Permit to allow extended stay rental units in a Commercial District.

Presented by: **(Name/Title)** Cary Patterson, City Planner**Requested Action:**☐

Motion to Approve

☐

First Reading of Bill # _____

☐

Second Reading of Bill # _____

☐

Resolution # _____

☐

Proclamation

☒

Public Hearing

☐

Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

The City's zoning code requires Board action on Planning Commission recommendations for SUP requests. (Code Reference 405.590).

Deadline for Action: YES ☒ NO ☐

If yes, explain:

90 day rule

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☐ NO ☒

If yes, list attachments:

Department Comments and Recommendation:

Applicant: A Colorful Life, LLC (Belinda Phillips) Property Owner
Fred Dehner, Proposed Developer

Location: Approximately 400 west of Osage Beach Parkway on the north side of Zebra Road

Petition: Special Use Permit to allow extended stay rental units in a Commercial District.

Existing Use: Vacant commercial building.

Zoning: C-1 (General Commercial)

Tract Size: Approximately 24,000 sq. ft.

Surrounding Zoning: Surrounding Land Use:

North: R-1 (Single Family) Lake Area Anchor Club

South: C-1 (Commercial) Shopping Center

East: C-1 (Commercial) Dance Academy

West: R-1 (Single Family) Residential

The Osage Beach Comprehensive Plan Designates this area as appropriate for: Moderate Density Residential

Rezoning History Case # Date

City Wide 1984

Utilities: Water: City Electricity: Ameren UE Sewer: City

Access: Property has frontage on Zebra Road.

Analysis:

1. The applicant is the owner of the vacant property in question.
2. The character of the area is mixed containing moderate density residential and the Osage Beach Parkway commercial corridor.
3. The current proposal is to convert the existing facility from a commercial office building into a multi-unit residential dwelling facility. It of course will be used as a rental facility with multi-tenant capacity.
4. The portion of the property that is being requested for SUP is fronted and serviced by Zebra Road.

Department Comments:

The property is recommended for Moderate Density Residential, which is defined by the Comprehensive Plan as 5-13 units per acre. Obviously in this situation we are not looking at a large lot residential development. The density on this request is not of any concern as it would be a low number of units in an existing commercial facility.

For the purposes of what would be more beneficial to the City, having the additional well-maintained housing units would not only serve a need of the community, but also would seem to be a better fit for the property, under today's conditions, than that of a commercial use. It is also important that the City be willing to promote structure repurposing on properties such as this in order to stimulate additional commercial activity in the area by providing more consumers in the immediate service area of one of our busiest retail locations. Perhaps the biggest positive to a request like this is the location of housing units in an area that contains a large number of retail, entertainment, and service jobs in our community. Providing for this housing will allow the possibility for some of these workers to live near their job location. This is a valuable benefit for both the employee and the employer.

Under the Section 405.610 of the City Code of Ordinances for Amendments and Changes, bullet point 6 gives five matters that the city should consider before making a change in the use of property.

1. Relatedness of the proposed amendment to the goals and outlines of the long range physical plan for the City:

As I have already stated, the request is in conformance with the use recommendations of the Comprehensive Plan.

The Comprehensive Plan also encourages the City to provide additional work force housing when the opportunity arises to locate it on property where it is compatible.

2. Existing uses of property within the general area of the property in question:

As previously stated, the area surrounding the subject property contains mixed uses including moderate density residential, storage facilities, and Osage Beach Parkway commercial corridor .

The request basically provides a use that works with the existing mix of low impact and intensity uses.

3. The zoning classification of property within the general area of the property in question:

The zoning of the surrounding properties is a mix that basically coincides with the uses. The requested use will mesh without issue with the surroundings

4. The suitability of the property in question to the uses permitted under the existing zoning classification:

As I have stated, the use of this property as a low impact commercial use (office or storage), would not cause issue in the area. However, the conditions lend more towards the use of the facility for rental residential and likely will keep the facility from sitting empty for some time.

5. The trend of development , if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification:

The secondary corridor has seen little development in recent years. There is currently some activity for low impact commercial in the nearby vicinity that will make the subject property and facility a transition between the commercial and residential uses.

Based on the analysis of the conditions pertaining to the subject petition, the Planning Department

recommends approval of the request subject to the following provisions regulating the property being granted a SUP for repurpose of the existing office facility into rental units:

Permitted Uses:

The following uses shall be permitted in those areas as illustrated on the PUD site plan:

1. Residential Uses shall conform to the requested repurposing of the existing facility into rental residential units.
2. Accessory Uses will be designed for and available to the tenants and their guests only and will not be open to the public. Those uses include any administrative office(s) for project management, garages, maintenance facilities, and recreation facilities. At this point, there are no accessory buildings planned.

Construction:

Construction shall be in accordance with the International Building Code and all other pertaining construction codes as adopted by the City of Osage Beach at the time a building permit is issued for each individual facility.

Bulk, Area, and Height Requirements:

Construction for these units will be confined to the existing facility.

Dimensional Requirements:

Will be confined to existing facilities and meet all setback requirements for the existing zone.

Public Facilities:

1. Engineering plans for any required water or sewer improvements will be constructed in accordance with the Osage Beach Design Guidelines and shall be approved by the Public Works Director.

Access:

1. Access shall be derived from the existing entrance to the property off of Zebra Road.

Parking:

All development shall adhere to Osage Beach off-street parking requirements at the time that it is constructed.

Buffering and Screening:

No additional buffering or screening is required. Waste cans or dumpsters shall be placed in a location as to have minimal visual impact to the surrounding properties and conform to the general practice and placement of the same facilities within the corridor.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing or proposed residential area(s).

Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of the subject property.

Signage:

The applicant will be required to get a sign permit from the city. At such time that an application is filed, a site plan and engineering will be submitted to assure the signs compliance with the city's sign code for on premise residential signage.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall be the responsibility of the property owner(s) and/or the property management administrators.

Platting:

All platting of property will be required to be in conformance with the Osage Beach Subdivision Code.

Final Development Plan:

- a. The site plan required for the building permit application will serve as the Final Development Plan.

City Administrator Comments and Recommendation:

N/A

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: *(Name/Title)* Cary Patterson, City PlannerDate Submitted: 06/25/18**Agenda Item Title:**

Motion to Approve Special Use Case 400 A Colorful Life, LLC (Belinda Phillips) Property Owner, Fred Dehner, Proposed Developer - Special Use Permit to allow extended stay rental units in a Commercial District.

Presented by: *(Name/Title)* Cary Patterson, City Planner**Requested Action:**

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

The City's zoning code requires Board action on Planning Commission recommendations for SUP requests. (Code Reference 405.590).

Deadline for Action: YES ☒ NO ☐

If yes, explain:

90 day rule

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

Application and Letter; Location Map

Department Comments and Recommendation:

The Planning Commission Recommends approval of this request based on the following information:

Applicant: A Colorful Life, LLC (Belinda Phillips) Property Owner
Fred Dehner, Proposed Developer

Location: Approximately 400 west of Osage Beach Parkway on the north side of Zebra Road

Petition: Special Use Permit to allow extended stay rental units in a Commercial District.

Existing Use: Vacant commercial building.

Zoning: C-1 (General Commercial)

Tract Size: Approximately 24,000 sq. ft.

Surrounding Zoning: Surrounding Land Use:

North: R-1 (Single Family) Lake Area Anchor Club

South: C-1 (Commercial) Shopping Center

East: C-1 (Commercial) Dance Academy

West: R-1 (Single Family) Residential

The Osage Beach Comprehensive Plan

Designates this area as appropriate for: Moderate Density Residential

Rezoning History Case # Date

City Wide 1984

Utilities: Water: City Electricity: Ameren UE Sewer: City

Access: Property has frontage on Zebra Road.

Analysis:

1. The applicant is the owner of the vacant property in question.
2. The character of the area is mixed containing moderate density residential and the Osage Beach Parkway commercial corridor.
3. The current proposal is to convert the existing facility from a commercial office building into a multi-unit residential dwelling facility. It of course will be used as a rental facility with multi-tenant capacity.
4. The portion of the property that is being requested for SUP is fronted and serviced by Zebra Road.

Department Comments:

The property is recommended for Moderate Density Residential, which is defined by the

Comprehensive Plan as 5-13 units per acre. Obviously in this situation we are not looking at a large lot residential development. The density on this request is not of any concern as it would be a low number of units in an existing commercial facility.

For the purposes of what would be more beneficial to the City, having the additional well-maintained housing units would not only serve a need of the community, but also would seem to be a better fit for the property, under today's conditions, than that of a commercial use. It is also important that the City be willing to promote structure repurposing on properties such as this in order to stimulate additional commercial activity in the area by providing more consumers in the immediate service area of one of our busiest retail locations.

Perhaps the biggest positive to a request like this is the location of housing units in an area that contains a large number of retail, entertainment, and service jobs in our community. Providing for this housing will allow the possibility for some of these workers to live near their job location. This is a valuable benefit for both the employee and the employer.

Under the Section 405.610 of the City Code of Ordinances for Amendments and Changes, bullet point 6 gives five matters that the city should consider before making a change in the use of property.

1. Relatedness of the proposed amendment to the goals and outlines of the long range physical plan for the City:

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The Comprehensive Plan also encourages the City to provide additional work force housing when the opportunity arises to locate it on property where it is compatible.

2. Existing uses of property within the general area of the property in question:

As previously stated, the area surrounding the subject property contains mixed uses including moderate density residential, storage facilities, and Osage Beach Parkway commercial corridor .

The request basically provides a use that works with the existing mix of low impact and intensity uses.

3. The zoning classification of property within the general area of the property in question:

The zoning of the surrounding properties is a mix that basically coincides with the uses. The requested use will mesh without issue with the surroundings

4. The suitability of the property in question to the uses permitted under the existing zoning classification:

As I have stated, the use of this property as a low impact commercial use (office or storage), would not cause issue in the area. However, the conditions lend more towards the use of the facility for rental residential and likely will keep the facility from sitting empty for some time.

5. The trend of development , if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification:

The secondary corridor has seen little development in recent years. There is currently some activity for low impact commercial in the nearby vicinity that will make the subject property and facility a

transition between the commercial and residential uses.

Based on the analysis of the conditions pertaining to the subject petition, the Planning Department recommends approval of the request subject to the following provisions regulating the property being granted a SUP for repurpose of the existing office facility into rental units:

Permitted Uses:

The following uses shall be permitted in those areas as illustrated on the PUD site plan:

1. Residential Uses shall conform to the requested repurposing of the existing facility into rental residential units.
2. Accessory Uses will be designed for and available to the tenants and their guests only and will not be open to the public. Those uses include any administrative office(s) for project management, garages, maintenance facilities, and recreation facilities. At this point, there are no accessory buildings planned.

Construction:

Construction shall be in accordance with the International Building Code and all other pertaining construction codes as adopted by the City of Osage Beach at the time a building permit is issued for each individual facility.

Bulk, Area, and Height Requirements:

Construction for these units will be confined to the existing facility.

Dimensional Requirements:

Will be confined to existing facilities and meet all setback requirements for the existing zone.

Public Facilities:

1. Engineering plans for any required water or sewer improvements will be constructed in accordance with the Osage Beach Design Guidelines and shall be approved by the Public Works Director.

Access:

1. Access shall be derived from the existing entrance to the property off of Zebra Road.

Parking:

All development shall adhere to Osage Beach off-street parking requirements at the time that it is constructed.

Buffering and Screening:

No additional buffering or screening is required. Waste cans or dumpsters shall be placed in a location as to have minimal visual impact to the surrounding properties and conform to the general practice and placement of the same facilities within the corridor.

Exterior Lighting:

1. Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and/or a general increase in lighting intensity within the adjoining existing or proposed residential area(s). Additionally, all exterior lighting shall be so arranged and shielded so as to confine all direct light rays within the boundaries of the subject property.

Signage:

The applicant will be required to get a sign permit from the city. At such time that an application is filed, a site plan and engineering will be submitted to assure the signs compliance with the city's sign code for on premise residential signage.

Maintenance of Open Space and Common Areas:

The maintenance of common area and facilities within the District shall be the responsibility of the property owner(s) and/or the property management administrators.

Platting:

All platting of property will be required to be in conformance with the Osage Beach Subdivision Code.

Final Development Plan:

a. The site plan required for the building permit application will serve as the Final Development Plan.

City Administrator Comments and Recommendation:

I concur with the City Planner and Planning Commission's recommendation.



Date Received: 5/14/18
Case #: 400

REZONING/SPECIAL USE PERMIT APPLICATION

1. Name of property owner: Belinda Phillips Phone: 573-692-4979
Address: 4467 Horseshoe Bend Pkwy City: Lake Ozark State: MO Zip: 65049

List all owners of the property. If corporation or partnership, list names, addresses and phone numbers of principal officers or partners:

A Colorful Life, LLC

2. Name of landowner's representative, if different from above: Fred Dehner Phone: 573-216-7201
Address: PO Box 1012 City: Osage Beach State: MO Zip: 65065

3. All correspondence relative to this application should be directed to whom? Fred Dehner
Address: _____ City: _____ State: _____ Zip: _____

4. General location of property to be rezoned or for which special use permit is sought (include street numbers for existing structures):
Address: 1040 Zebra Rd City: Osage Beach State: MO Zip: 65065

5. Do you have a specific use proposed for this property? ☒ Yes ☐ No
Explain all uses: Long Term Rental - 8 One Bedroom Apartments

6. Area of property in square feet or acres: 5120 Sq Ft

7. Current zoning classification: Commercial

8. Sources of utilities: Water: City Gas: N/A
Sewer: City Electric: Ameren

9. Proposed zoning classification: Special Use Permit / Multi Family

10. How long have you owned this property? 1985

11. Current use of property (describe all improvements): Retail (Vacant)

12. Current use of all property adjacent to subject property:
North: Commercial
South: Commercial East: Commercial West: Commercial

13. If zoning district or comparable use to that proposed adjoins or lies within the vicinity of subject property, please describe the use and its location:

n/a

14. Do you own property abutting or in the vicinity of the subject property? ☐ Yes ☒ No

If yes, where is the property located and why was it not included with this application?

15. Do any private covenants or restrictions encumber the subject property which could be in conflict with the proposed zoning classification? ☐ Yes ☒ No

If yes, please remit copy of restrictions with Recorder of Deeds Book and Page number.

16. To your knowledge, has any previous application for the reclassification of the subject property been submitted? ☐ Yes ☒ No

17. How, in your opinion, will the rezoning affect public facilities (sewer, water, schools, roads, etc.), and what mitigating measures are proposed to address these problems, if any? Please include a letter from or regarding, City Engineering Department reviews of proposed zoning.

no

18. How, in your opinion, will rezoning affect adjacent properties and what mitigating measures are proposed to address these problems, if any?

no

19. List the reasons why, in your opinion, this application for rezoning/special use permit should be granted (may be left blank if adequately described in letter to Planning Commission):

n/a

Notary Information

State of Missouri }
County of Camden } ss

I, Fred Denner, owner/applicant, having read the procedures and instructions, make application for a change in the zoning district boundary lines as shown on the zoning maps of the City of Osage Beach, Missouri and explained in this application.

[Signature]
Signature Owner/Applicant:

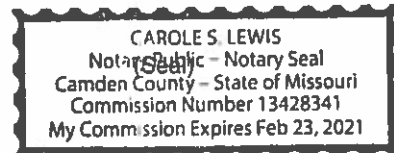
4/23/2018
Date:

Subscribed and sworn to before me on this 23rd day of April, 2018

[Signature]
Notary Public:

My Commission Expires: 2-23-2021

Person Accepting this Application:



****Applications not properly signed and notarized may be removed from the Agenda and returned to the applicant via regular mail ****

CITY OF OSAGE BEACH
PLANNING DEPARTMENT
1000 CITY PARKWAY
OSAGE BEACH, MO 65065
573-302-2000 Phone – 573-302-0528 FAX

Mr. Kerry Patterson
City Planner
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

April 23, 2018

Dear Mr. Patterson:

I am writing on behalf of Ms. Belinda Phillips in regards to the property located at 1040 Zebra Road, Osage Beach, MO.

A Real Estate Sales Contract is currently being written with Belinda Phillips as the seller and me as the buyer. The intent to purchase the property is contingent on the approval of a Special Use Permit.

The request for the property is to convert the current retail commercial property into one bedroom efficiency apartments. The use change from the current retail space to multi-family residential will assist in the current need for affordable housing in Osage Beach, yet not impact the neighboring properties.

The renovation of the property will meet both local building and fire codes in the process.

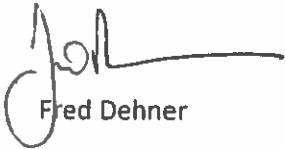
The legal description is:

All of Lots B and C of WEST SHORE DRIVE HEIGHTS FIRST ADDITION, a subdivision in Camden County, Missouri, according to the Amended Plat No. 1 thereof on file and of record at Plat Book 20, page 22, Records of Camden County, Missouri.

A site plan is attached, as well as a list of the neighboring property owners as requested in the application.

Please let me know if you have any questions. I can be reached at 573-216-7207.

Sincerely,



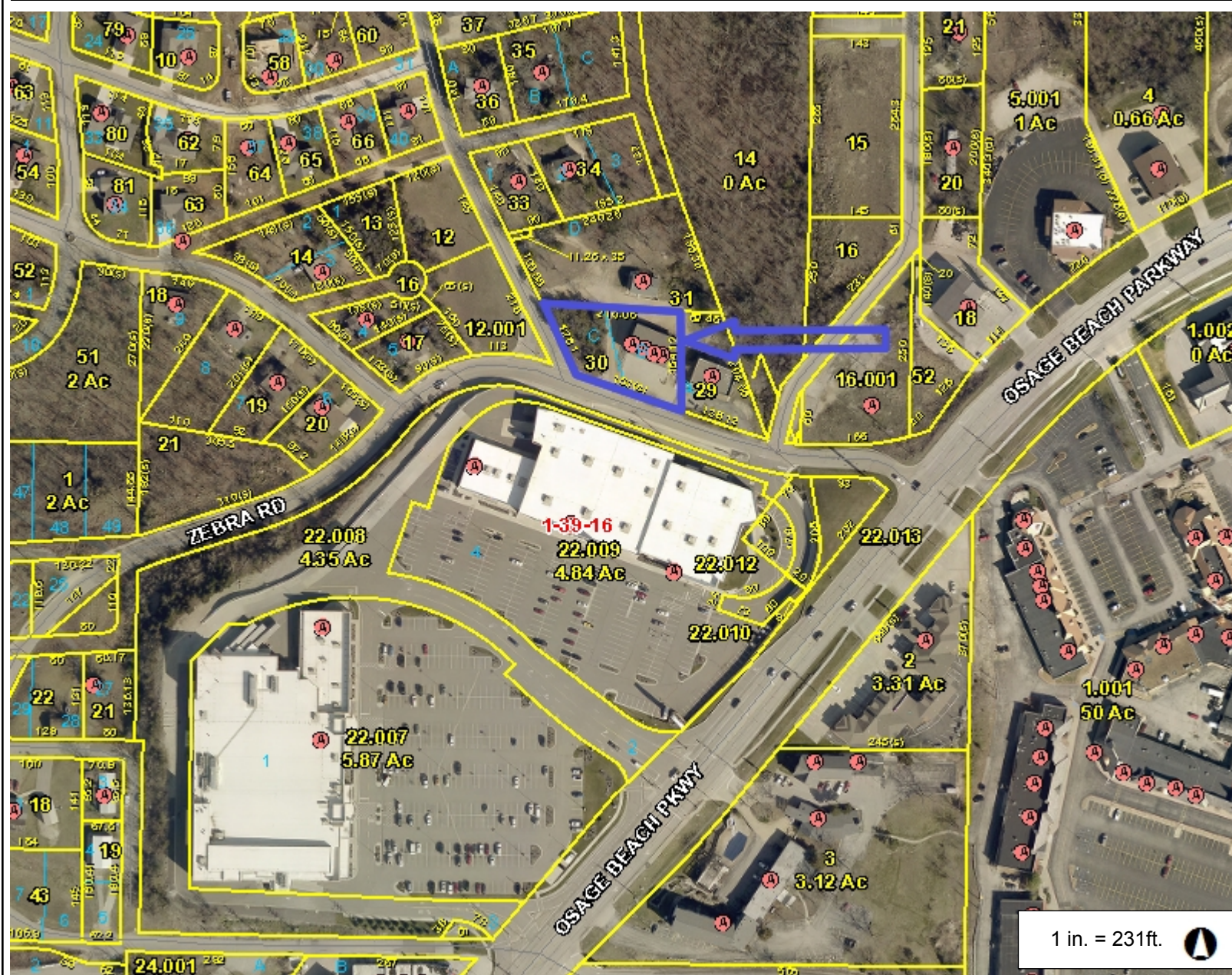
Fred Dehner

Camden County, MO



Legend

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: **(Name/Title)** Ed Rucker / City Attorney for Alderman BethuremDate Submitted: 06/25/18**Agenda Item Title:**

Bill 18-35 - An Ordinance of the City of Osage Beach, Missouri, amending the Code of Ordinances, by enacting a new Chapter 250 entitled "Prescription Drug Monitoring Program," consisting of Sections 250.010 through 250.090, for the purpose of creating a program to monitor the prescribing and dispensing of Schedule II through IV drugs in the City and authorizing the City Administrator to coordinate such a program with other jurisdictions.

Presented by: **(Name/Title)** Ed Rucker / City Attorney**Requested Action:**
☐
☒
☐
☐

Motion to Approve

First Reading of Bill # 18-35

Second Reading of Bill # _____

Resolution # _____

☐
☐
☐

Proclamation

Public Hearing

Other (Describe)

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

RSMo Sec. 79.380 for regulations to secure the general health of the City, and RSMo Sec. 70.220 and RSMo Sec. 70.230.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☐ NO ☒If no, provide funding source: Bureau of Justice Assistance Grant to St. Louis CountyBudget Line Item/Title: Beginning in 2019, \$681.41 per year

FY ____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

1. Draft PDMP User Agreement between St. Louis County and City of Osage Beach, Missouri
2. Email from Emily Varner PDMP Coordinator for St. Louis County.

Department Comments and Recommendation:

Staff researched the possibility of the City's participation in the St. Louis County PDMP Program.

If adopted, the cost to the City is \$681.41 per year beginning in September 2019. A grant already received by St. Louis County from the Bureau of Justice Assistance will cover the city participation costs for the first year.

The obligations of the City for participation are found in Exhibit B of the User Agreement:

1. Enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

2. Pay annual participation costs and follow the applicable billing schedule, dependent upon BJA funding, outlined in Exhibit C: Participation Costs.

3. Provide subscriber (City's) W-9.

4. Designate a local contact to receive reports and information from County.

5. Subscriber will be responsible for continued community engagement and outreach.

The draft ordinance to authorize the City participation in the St. Louis County PDMP has been forwarded for St. Louis County PDMP for review and comment. We have received no indication that our ordinance is in any defective.

The Ordinance and PDMP user agreement are ready for the Board's consideration and may be adopted at the Board's discretion.

City Administrator Comments and Recommendation:

Per City Code 110.230, Bill 18-35 is in correct form as per City Attorney.

BILL NO. 18-35

ORDINANCE NO. 18.35

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AMENDING THE CODE OF ORDINANCES, BY ENACTING A NEW CHAPTER 250 ENTITLED “PRESCRIPTION DRUG MONITORING PROGRAM,” CONSISTING OF SECTIONS 250.010 THROUGH 250.090, FOR THE PURPOSE OF CREATING A PROGRAM TO MONITOR THE PRESCRIBING AND DISPENSING OF SCHEDULE II THROUGH IV DRUGS IN THE CITY AND AUTHORIZING THE CITY ADMINISTRATOR TO COORDINATE SUCH A PROGRAM WITH OTHER JURISDICTIONS.

WHEREAS, there is an epidemic of dangerous addictions to drugs, including prescription drugs such as opioids, in our metropolitan area; and

WHEREAS, because Missouri is currently the only state without a prescription drug monitoring program, areas such as St. Louis City, St. Louis County and Jackson County, Missouri have passed laws to establish their own prescription drug monitoring programs; and

WHEREAS, a prescription drug monitoring program will be a vital tool to aid in the improvement of public health, particularly helping to reduce drug addiction and overdoses; and

WHEREAS, a prescription drug monitoring program approach will only be effective if the same registry system is used by all dispensers in the region; and

WHEREAS, St Louis County, Missouri has a program for consolidating and coordinating prescription drug monitoring services within the State of Missouri to maintain a combined prescription drug monitoring program; and

WHEREAS, this ordinance and agreement are authorized pursuant to state law specifically Sections 79.380 R.S.Mo. to secure the general health of the City and as an agreement between governments under Sections 70.220 and 70.230 R.S.Mo.

WHEREAS, the Board of Aldermen believes such a program will protect the public health and encourages consolidation and coordination with surrounding jurisdictions;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. That the Code of Ordinances is hereby Amended by enacting a new Chapter 250 entitled “Prescription Drug Monitoring Program,” consisting of Sections 250.010 through 250.090, for the purpose of creating a City of Osage Beach, Missouri Prescription Drug Monitoring Program to monitor the prescribing and dispensing of Schedule II through IV drugs within the city, said article to read as follows:

CHAPTER 250 PRESCRIPTION DRUG MONITORING PROGRAM

Sec. 250.010. Establishment; Title.

There is hereby established a “City of Osage Beach, Missouri Prescription Drug Monitoring Program” referred to herein as a (“PDMP”).

Sec. 250.020. Definitions.

Controlled substance means a drug, substance, or immediate precursor in Schedules I through V as set out in Chapter 195 of the Revised Statutes of Missouri.

City Administrator means the City Administrator of the City Of Osage Beach or his or her designee.

Director means the Administrator to the St. Louis County PDMP Program.

Dispenser means a person who delivers a Schedule II, III, or IV controlled substance to a patient. Dispenser does not include, however: a) a hospital as defined in Section 197.020 of the Revised Statutes of Missouri that distributes such substances for the purpose of inpatient care or dispenses prescriptions for controlled substances at the time of discharge from such facility; b) a practitioner such as a nurse or a physician or other authorized person who administers such a substance; c) a wholesale distributor of a Schedule II, III, or IV controlled substance; or d) persons in the veterinary field licensed pursuant to Chapter 340 of the Revised Statutes of Missouri.

Patient means a person who is the ultimate user of a drug for whom a prescription is issued or for whom a drug is dispensed. Patient does not include a hospice patient enrolled in a Medicare-certified hospice program who has controlled substances dispensed to him or her by such hospice program.

PDMP means Prescription Drug Monitoring Program.

Schedule II, III, or IV controlled substance means a controlled substance listed in Schedules II, III, or IV as set out in Chapter 195 of the Revised Statutes of Missouri or as set out in the Controlled Substances Act, 21 U.S.C. Section 812.

Sec. 250.030. Director Responsibilities; Rules and regulations; coordination with other jurisdictions.

- (a) The City Administrator shall coordinate and cooperate with St. Louis County to establish and maintain a PDMP for monitoring the prescribing and dispensing of all Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances in the City of Osage Beach, Missouri.

- (b) St. Louis County Health Department holds the contract with Apriss. The City of Osage Beach shall have a subscription to participate in the St. Louis County PDMP program.
- (c) This ordinance gives authority for St Louis County Health Department to receive information from the City of Osage Beach through the Apriss system.
- (d) Any PDMP shall operate so as to be consistent with federal law, such as laws or regulations concerning narcotics and laws regarding patient privacy.

Sec. 250.040. Reporting Required; Reportable information; Waivers; Extensions

(a) *Electronic reporting required.* Within seven business days of having dispensed a Schedule II, III, or IV controlled substance, a dispenser shall submit to the St Louis County PDMP program with which the City has a cooperating relationship information regarding such dispensing. The information shall be submitted electronically in a format required by the Director and in accordance with the transmission standards established by the American Society for Automation in Pharmacy or any of its successor organizations.

(b) *Report contents.* The information submitted for each dispensing shall, at minimum, include:

- (1) the pharmacy's Drug Enforcement (DEA) number;
- (2) the date of dispensation;
- (3) if the substance was dispensed via prescription;
- (4) the prescription number or other unique identifier;
- (5) whether the prescription is new or a refill;
- (6) the prescriber's DEA or National Provider Identifier (NPI) number;
- (7) the National Drug Code (NDC) of the drug dispensed;
- (8) the quantity and dosage of the drug dispensed; and
- (9) an identifier for the patient to whom the drug was dispensed, including but not limited to any one of the following:
 - a. the patient's driver's license number;
 - b. the patient's government-issued identification number;

- c. the patient's insurance cardholder identification number; or
- d. the patient's name, address, and date of birth.

(c) *Waiver of electronic requirement.* The Director is authorized to issue a waiver of the electronic transmission requirement to a dispenser demonstrably unable to comply with the requirement. A waiver shall expire one year from the date of its issuance. Required information submitted under a waiver shall be submitted within the same time frame as is required herein for electronic transmission.

(d) *Application for waiver timing.* The Director shall make a decision concerning an application for a waiver or extension within three business days of receipt thereof. An applicant for a waiver or extension who has been aggrieved by a decision of the Director may appeal the decision according to law within three business days of the Director's decision.

(e) *Extensions of time.* In the event unforeseen circumstances temporarily prevent a dispenser (who has not received a waiver of the electronic submission requirement) from transmitting dispensation information electronically, the dispenser may, upon application to the Director, receive an extension of up to 10 business days in which to submit the required dispensation information by electronic transmission. The Director may renew such extensions upon a showing of need by the dispenser when the Director finds such an extension is warranted.

Sec. 250.050. Dispensation information to be closed pursuant to law.

(a) Except when provided to persons or agencies authorized by this Article to receive such information, dispensation information submitted to the Director is confidential, considered a closed record and not subject to public disclosure except as provided by law. No person shall provide such information to any person or agency not authorized by this Article or the Director to receive it. A request for dispensation information made under Chapter 610 of the Revised Statutes of Missouri shall be referred to the City Attorney to ensure compliance with this Article.

(b) The Director shall develop and maintain procedures to ensure that the privacy and confidentiality of patients and personal information collected, recorded, transmitted, and maintained are not disclosed to persons not authorized to receive dispensation information.

Sec. 250.060. Persons authorized to receive dispensation information.

(a) Upon a duly-made request, the Director may provide dispensation information and other data compiled in connection with a PDMP only to the following:

- (1) persons, whether in or out of the State of Missouri, who are authorized to prescribe or dispense controlled substances, if the requesting person demonstrates that the

request is made for the purpose of providing medical or pharmaceutical care for a patient;

- (2) persons who request their own dispensation information in accordance with law;
- (3) the Missouri State Board of Pharmacy;
- (4) any state board charged with regulating a professional authorized to prescribe or dispense controlled substances, and which has duly requested the information or data in the course of a current and open investigation into the acts of a specific professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the Director;
- (5) local, state, and federal law enforcement or prosecutorial officials, both in or outside of Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs, based on a specific case and under a subpoena issued pursuant to court order;
- (6) The MO HealthNet division of the Missouri Department of Social Services regarding MO HealthNet program recipients; or
- (7) A judge or other judicial officer under a subpoena issued pursuant to court order.

(b) *Statistics and Education.* The Director may provide dispensation information and data to public or private entities for statistical or education purposes after having de-identified such information in a manner reasonably thought to be unusable to identify individual persons.

Sec. 250.070. Unauthorized access to dispensation information prohibited; compliance required.

(a) Absent lawful authority, no person shall knowingly access or disclose prescription or dispensation information maintained by the Director pursuant to the PDMP, or knowingly violate any other provision of the PDMP.

(b) No person shall violate any provision of this Article.

Sec. 250.080. Pharmacists or prescribers not required to obtain information from Director.

Nothing in this Article shall be construed or interpreted to require a pharmacist or prescriber to obtain dispensation information possessed or maintained by the St. Louis, Missouri Health Department or a consolidated PDMP.

Sec. 250.090. Penalties.

Any person convicted of violating this section shall be punished by a fine of up to \$500 per violation, up to 90 days in jail per violation, or both.

Section 2. The Mayor is authorized and to execute on behalf of the city a User Agreement with St. Louis County to connect the City's program with the program adopted by St. Louis County pursuant to St. Louis County ordinance 26.352.2016 and to seek inclusion in that program to coordinate the consolidation of a prescription drug monitoring program for the purpose of creating a more effective program.

Section 3. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 4. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 5. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

READ FIRST TIME: _____ READ SECOND TIME: _____

I hereby certify that Ordinance No.18.35. was duly passed on _____ by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:

Nays:

Abstentions:

Absent:

This Ordinance is hereby transmitted to the Mayor for his signature.

Date

Cynthia Lambert, City Clerk

Approved as to form:

Edward B. Rucker, City Attorney

I hereby approve Ordinance No.18.35.

John Olivarri, Mayor

Date

Cynthia Lambert, City Clerk

USER AGREEMENT

This USER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by and between St. Louis County ("County") and _____ ("Subscriber");

Commented [VE1]: Insert subscriber name

WHEREAS, Sections 602.802 SLCRO authorized the St. Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County; and

WHEREAS, County has a contract with Appriss, Inc. ("Appriss") for operation of an application for a Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, County has adopted Ordinance 26,528 as amended authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties and municipalities for the purposes stated herein;

WHEREAS, Subscriber is authorized to execute this agreement by Ordinance _____;

Commented [VE2]: Insert ordinance number

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall become effective upon its execution by the parties (the "Effective Date") and shall run for a period of three years. The parties may renew the agreement for up to two additional one-year terms.
2. **Obligations of County.** County, as Administrator of the PDMP, shall provide the services listed on Exhibit A, attached and incorporated herein.
3. **Obligations of Subscriber.** Subscriber shall perform the obligations outlined in Exhibit B, attached and incorporated herein.
4. **Fee for Services and Payments.** The annual PDMP participation cost for Subscriber is \$7.00 per covered practitioner, plus an administrative fee proportional to prescriber population. The participation cost is subject to change during any renewal period. Exhibit C contains the annual participation costs and billing schedule.

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period, and Subscriber is responsible for participation costs for all subsequent years.

In the event County does not receive funding from BJA, Subscriber shall pay County for the participation costs charged to County by Appriss for participation in the PDMP for all years. Exhibit C contains the annual participation costs and billing schedule when Subscriber is responsible for all participation costs. County will invoice Subscriber for year 1 on November 1, 2017, and year 1 will be prorated based on the go-live date. For all subsequent years, County will invoice Subscriber on January 1 for entire year.

5. **Ownership.** The County shall retain ownership of the purchased software. Each Party shall retain all right, title, and interest (including all data, images, copyright and other proprietary or intellectual property rights) to its own data.
6. **Notices.** Unless otherwise indicated, all notices, waiver, and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by direct mail, electronic mail, telephone, or facsimile. Notices shall be sent to the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

If to Subscriber:

Attn: _____

If to County:

Saint Louis County Department of Public Health
6121 N. Hanley Rd.
Berkeley, MO 63134
Attn: Emily Varner

Commented [VE3]: Insert contact info for Agreement changes

7. **Entire Agreement; Amendments.** This Agreement, together with its exhibits, represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the Parties regarding such subject matter. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.
8. **Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.
9. **Waiver.** Failure by any Party at any time hereafter to require strict performance by another Party or other Parties of any provision of this Agreement shall not waive, affect, or diminish any right of a Party to demand strict compliance and performance therewith.
10. **Binding Agreement.** The covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
11. **Governing Law.** County and Subscriber shall comply with all applicable federal, state, and local laws. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri. Venue for any action arising from this Agreement shall be in the Circuit Court of St. Louis County, Missouri.
12. **Interstate Data Sharing.** County may elect to participate in an interstate exchange of PDMP data such as PMP InterConnect. All data contained in the County PDMP will be available to entities participating in the interstate exchange. Participation in an interstate exchange, such as PMP InterConnect, allows registered users of the County PDMP to examine their patient's complete prescription history, including out of state prescriptions if any. County agrees to limit the user types that can access the PDMP through the interstate exchange to ensure strict compliance with St. Louis County Ordinance 26,352, and to take steps to safeguard against unauthorized access to the information contained therein. Registered users of other state PDMPs will be able to access their patient information from all states of interest within their native PDMP; out of state users will not be required to register with multiple PDMPs.
13. **Termination for Convenience.** County and Subscriber shall each have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the other party. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

County may terminate this Agreement if Subscriber fails to submit payment within 90 days of receipt of invoice or if County or Subscriber PDMP legislation is repealed or amended to end operation of the PDMP. The terms of this Agreement are subject to change, dependent on the agreement between County and Appriss. Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this User Agreement as of the day and year first above written.

[REDACTED]

Subscriber

By: _____

Printed Name: _____

Title: _____

ATTEST:

Printed Name: _____

Title: _____

STATE OF MISSOURI)
)SS
COUNTY OF [REDACTED])

On this _____ day of _____, 2018, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

(SEAL)
My Commission expires:

Commented [VE4]: Please remove **all** comments and submit 2 original, signed, notarized copies to St. Louis County Department of Public Health. 1 original, signed copy will be returned.

Commented [VE5]: The same entity that enacts legislation needs to sign the User Agreement unless the legislation explicitly designates another entity.

Commented [VE6]: Insert notary jurisdiction

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name: Steven V. Stenger
Title: County Executive

ATTEST:

Printed Name: _____
Title: County Clerk

APPROVED:

Printed Name: Dr. Faisal Khan
Title: Director of Public Health

Approved as to legal form:

County Counselor

Approved:

Accounting Officer

Exhibit A: County's Obligations

County will be responsible for reviewing and approving all PDMP deliverables as well as approving changes to technical and functional documentation with Appriss. County will perform all management of the PDMP. The PDMP platform will be PMP AWARe, the web-based PDMP platform created by Appriss.

County will provide access to appropriate users, as defined in St. Louis County, Missouri Municipal Code § 602.800-602.808. County shall provide Subscriber with any revisions to the authorizing ordinances. Table 1 outlines the authorized recipients, requirements for access, information provided, and level of access.

Table 1. PDMP Access.

Authorized Recipients	Requirements	Information Provided	Access
Local Public Health Agency (LPHA)	Will receive routine, quarterly reports from County. Can request additional reports from County that will be provided as resources are available.	County-specific reports on prescribing practices. Reports will contain aggregate & de-identified data.	Routine reports from County. Ad hoc reports upon request.
Prescribers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to prescribe controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Dispensers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing pharmaceutical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Self	Request own dispensation information.	Personal Rx history.	Report upon completed request form.
Board of Pharmacy	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.
State Regulatory Boards	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.

Law Enforcement	Local, state, and federal law enforcement or prosecutorial officials, both in or outside Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.
MO HealthNet	Regarding MO HealthNet program recipients.	Eligible or enrolled patient Rx information.	Routine reports from County. Ad hoc reports upon request.
Judge/Judicial Officer	Under subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.

County and Appriss will be responsible for initial provider and dispenser outreach. County will operate and maintain a PDMP website with relevant information for prescribers, dispensers, the public, and participating counties. County will maintain email communication and respond to all questions, comments, and/or concerns related to the PDMP.

County will provide technical assistance to users in the form of policy, registration, user account information, and user profile modifications. Appriss will be responsible for operating a help desk 24/7/365 to assist dispensers and users with data submission, query, analysis, reporting, and user name and password changes or resets.

County will notify Subscriber of BJA funding decision. County will follow the applicable billing schedule, dependent upon BJA funding, to invoice Subscriber according to Exhibit C: Participation Costs.

Exhibit B: Subscriber's Obligation

Subscriber will enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

Subscriber agrees to pay annual participation costs and follow the applicable billing schedule, dependent upon BJA funding, outlined in Exhibit C: Participation Costs.

Subscriber will provide requested information in Exhibit D: Subscriber W-9.

Subscriber will designate a local contact to receive reports and information from County.

Contact Name: _____

Phone Number: _____

Email: _____

Address: _____

Commented [VE7]: Please provide a local point of contact.

Subscriber will be responsible for continued community engagement and outreach.

Subscriber will be onboarded on a quarterly basis after User Agreement is executed. The onboarding timeline is in Table 2, below. Onboarding consists of data submitters (dispensers) registering with Appriss and moving from testing to production (successfully submitting data). Data for Subscriber will be visible to users on a date determined by County and Appriss or by the first day of the quarter following onboarding.

Table 2. PDMP Onboarding Timeline.

Quarter A	Quarter B		Quarter C
County Legislation & User Agreement signed	Data Submitter Registration	Clearinghouse Testing → Production	PMP AWARe live on 1 st business day!

Exhibit C: Participation Costs

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period. Table 3 contains billing schedules if County receives BJA funding; Table 4 contains the billing schedule if County does not receive BJA funding. County will notify Subscriber of the BJA funding decision by October 16, 2017. Subscriber shall comply with the applicable billing schedule, dependent upon BJA funding.

In the event County receives funding from BJA, the participation costs for Subscriber would be covered for the grant period, and Subscriber is responsible for participation costs for all subsequent years. For year 3 (period immediately following grant), Subscriber is responsible for the remainder of the year's cost. For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for all years can be found in Table 5.

In the event County does not receive BJA funding, Subscriber will be billed for prorated annual costs in year 1 and complete annual costs for all subsequent years. Year 1 is prorated based on go-live date. For example, if Subscriber is participating in initial implementation, year 1 costs will be 75% of the annual cost as the PDMP will be accessible to users for 75% of the year (April-December 2017). For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for can be found in Table 5.

Table 3. Billing Schedule if County receives BJA funding.

County Receives BJA Funding			
Years 1-2 (2017-2019)	Year 3 (Q4 2019)	Year 4 (2020)	Year 5 (2021)
- BJA funding covers Subscriber's participation costs	- Invoice Date: 10/1/19 - Due Date: 10/31/19 - Period Covered: 10/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21
- No invoicing			

Table 4. Billing Schedule if County does not receive BJA funding.

County Does Not Receive BJA Funding				
Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
- Invoice Date: 11/1/17	- Invoice Date: 1/1/18	- Invoice Date: 1/1/19	- Invoice Date: 1/1/20	- Invoice Date: 1/1/21
- Due Date: 11/30/17	- Due Date: 1/31/18	- Due Date: 1/31/19	- Due Date: 1/31/20	- Due Date: 1/31/21
- Period Covered: 4/1/17-12/31/17	- Period Covered: 1/1/18-12/31/18	- Period Covered: 1/1/19-12/31/19	- Period Covered: 1/1/20-12/31/20	- Period Covered: 1/1/21-12/31/21

Table 5. Subscriber Annual Participation Costs.

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per User	% of Administrative Cost	Total Cost
Osage Beach	49	0.3%	\$ 343.00	\$ 339.41	\$ 682.41

Exhibit D: Subscriber W-9

Subscriber must submit a copy of W-9 with signed User Agreement for County to invoice Subscriber for PDMP costs.

In addition, Subscriber must provide following information:

Billing Address:

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

Commented [VE8]: Please provide W-9 and billing and mailing contacts.

Mailing Address:

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Address: _____

<jbethurem@osagebeach.org>; Richard Ross <rross@osagebeach.org>

Subject: RE: 4th Class city direct participation in PDMP

Hi Edward,

Thanks so much for your interest in the St. Louis County PDMP! I've included some information related to the PDMP below and have attached the most recent PDMP participation map.

The process for cities/counties to join or subscribe to the PDMP has 2 parts: 1) enact authorizing legislation and 2) execute a User Agreement with St. Louis County. All Missouri jurisdictions are welcome to participate in the St. Louis County PDMP, but it is up to each jurisdiction to determine who holds the authority to enact legislation and is willing to use said authority. At this point, we've had all classes of counties join the PDMP, and legislation has been enacted by cities, counties, and health centers. The User Agreement (attached) outlines the roles and responsibilities of both St. Louis County as the PDMP Administrator and Osage Beach as a Subscriber. If you'd like to send the proposed ordinance, we'd be happy to review prior to enacting.

We have a PDMP website, www.stlouisco.com/PDMP, that contains the program goals, FAQs, timeline, information for Subscribing Counties (& links to all enacted legislation from all Subscribing Counties), information for Dispensers, etc.

For Osage Beach, the annual cost to participate in the PDMP would be \$682.41. The annual participation cost varies by county and is dependent upon the proportion of healthcare providers licensed within the city. The participation cost is comprised of 2 components: 1) user fee that the vendor charges (this fee goes directly back to the vendor) and 2) administrative fee. The two costs combined for the total annual participation cost of \$682.41 for Osage Beach. We received a grant from the Bureau of Justice Assistance that would cover Osage Beach's participation costs through September 2019.

We launched on April 25 for the first 14 counties and are currently prepping for additional implementation cycles. The counties participating in each of these implementation cycles can be found on our website, www.stlouisco.com/PDMP. We are continuing to add counties monthly, but the onboarding process takes 3 months to complete. Once legislation is enacted and we receive the User Agreement, we can set the go-live date for the city. Once the go-live date is set, we send 4 rounds of communication to pharmacies during the month preceding data submission. We also send information to providers through the Health Alert Network within the few days prior to the go-live date (PDMP fact sheet – attached).

I would be happy to discuss this in more detail/go over any questions with you anytime! I can be reached at 314-615-1658.

Please let us know if there are any questions or any way we can be of assistance! We look forward to working with Osage Beach!

Thanks!
Emily

Emily Varner, MPH

Prescription Drug Monitoring Program Coordinator

Assessment, Evaluation, and Policy

Division of Health Promotion and Public Health Research

Saint Louis County Department of Public Health

314-615-1658

evartner@stlouisco.com

www.stlouisco.com/PDMP

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: *(Name/Title)* Ed Rucker / City AttorneyDate Submitted: 06/25/18**Agenda Item Title:**

Motion to Approve a revised version of the City's policy for using Tax Increment Financing.

Presented by: (Name/Title) Ed Rucker / City Attorney**Requested Action:**

- ☒ Motion to Approve
- ☐ First Reading of Bill # _____
- ☐ Second Reading of Bill # _____
- ☐ Resolution # _____

- ☐ Proclamation
- ☐ Public Hearing
- ☒ Other (Describe)

Information and Update**Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)**

No action at this time this is an information only item. Action may occur at a subsequent meeting.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☒Budgeted Item: YES ☐ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: _____

FY____ Budgeted Amount: \$ _____

Expenditures to Date _____: (\$ _____)

Available: \$ _____ 0.00

Requested Amount: \$ _____

Attachments: YES ☒ NO ☐

If yes, list attachments:

1. Draft TIF policy with changes and staff suggested targets.
2. Redline comparison of existing TIF policy to the new draft.

Department Comments and Recommendation:

The major TIF Policy Amendments are the inclusion of the following sections:

Developers should be aware the City expects the public to directly benefit from its support of the project and the TIF Application should address key performance standards as follows:

1. Completion Performance

- Developer must construct at least 90% of the square feet planned to receive a Certificate of Substantial Completion.
- Developer receives no TIF reimbursement until a Certificate of Substantial Completion has been issued by the City.

2. City Revenue Protection

- In the 4th year after the Contract is executed and for a period of 10 years, if actual sales are not at least 75% of the projections in the TIF Plan, then the City may withhold from reimbursement the difference up to \$30,000 (depends on the size of the project and total reimbursement) per year.
- This amount will be paid to the City as an assignment of Developer's right to receive reimbursement.

3. Pay-As-You-Go Reimbursement PAYG No Bonds

- Reimbursement is Pay-As-You-Go, meaning that Developer is reimbursed as the TIF Plan generates revenues over time. The City does not plan to issue bonds, but may do so at the City's sole discretion.

4. Public Participation/Profit Limit

- If the Developer's annual rate of return exceeds 12%, then the principal amount of TIF reimbursement is reduced to achieve a 12% maximum return.

5. Limitation on Interest Accrual

- No interest on Reimbursable Project Costs will begin to accrue until a Certificate of Substantial Completion has been issued by the City (after at least 90% of the planned square feet have been constructed).

6. Shifting Reimbursement

- Land reimbursement is limited to the budgeted amount.
- Off-Site Development reimbursement is limited determined on a project basis.
- On-Site Development reimbursement is limited determined on a project basis and Developer might be allowed to shift some reimbursement internally between the On-Site Development line-items.
- Soft Costs reimbursement is limited to \$ 8%, and Developer may shift reimbursement internally between the Soft Costs line-items.

7. Tax Protection During Construction

- If there is a dip in property valuation during construction, Developer pays the difference to the City which will be distributed to the taxing districts in proportion to their tax levies.

8. Sale and Assignment Restrictions

- Developer cannot assign its rights under the Contract or transfer more than 49% (or a controlling interest whichever is less) interest in Developer's membership without prior City approval.
- Developer cannot sell property in the Redevelopment Area without prior City approval.

Additionally some members of the board had questions about new section B 18 which is set out below:

18. Projects based on retail sales should include a plan for reuse or alternative use in the event the retail tenants or sales in the development do not meet at least 50% of the projections for the life of the TIF Project. Reuse and conversion of retail space must be considered and addressed in the TIF Application in order that the

City is not confronted with a marginal retail project within the possible 23 years life of the TIF Project. Such reuse analysis should address the physical reuse of the property, rezoning if necessary and the appropriate financing as applicable.

The original policy was adopted in June 2008. The draft amendments as proposed attempt to align the policy more closely with our current practice and incorporate what we have learned in the Dierberg's, Arrowhead and Osage Beach Commons projects.

The estimates in the boxes marked in red (on the review copy) are based on the Osage Beach Commons TIF Agreement.

The draft is ready for amendment or adoption as written in the descretion of the Board.

City Administrator Comments and Recommendation:

N/A

CITY OF OSAGE BEACH, MISSOURI
TAX INCREMENT FINANCING
Application Procedures, Policy Considerations and Application Form

Adopted/Latest Revision July 5, 2018

The City of Osage Beach welcomes inquiries about new business and economic development.
Please call the City Administrator at 573-302-2000

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The attached procedures, policies and forms have been prepared by the City of Osage Beach, Missouri (the "City") and the Tax Increment Financing Commission of the City of Osage Beach, Missouri (the "TIF Commission") to assist private developers in the consideration of whether Tax Increment Financing ("TIF") for prospective projects is a realistic possibility pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"). The authority to make the legislative findings and determinations necessary for the compliance with the TIF Statutes is vested solely and only in the Board of Aldermen. Applicants and Projects are cautioned that the attached materials have been prepared primarily for informational purposes to inform applicants of the types of projects the City would consider for TIF assistance. The City reserves the right to reject any and all projects, even those which satisfy all of the attached criteria for the use of TIF for any reason whatsoever, without regard for the viability of the project. Furthermore, the City reserves the right to waive any non-conformance to these policies and approve any project the City deems favorable to the City.

Overview of the TIF Process

1. An Application is submitted by private developer applicant to City Administrator or his or her designee.
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8. Execution of the Redevelopment Agreement between the City and Applicant.

APPLICATION PROCEDURES

1. APPLICATION:

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Application Fee. Each Application shall be accompanied with a check in the amount of \$15,000 made payable to the City (the "Application Fee"). Applications over 15 acres require a \$20,000 application fee. Applications involving issuance of public bonds require an additional \$10,000 application fee. The Application Fee will be used by the City to pay the costs incurred by the City in the review of the Application. Such costs include the fees and expenses of the City's staff time, Bond Counsel and Financial Advisor. The City may also require a separate Application Fee for significant amendments to an approved Redevelopment Plan which requires a public hearing before the TIF Commission or renegotiation of an executed TIF contract or a contract then under negotiation with the City. In the event costs for third-party services exceed the initial fee collected, the applicant will reimburse the City for said amount prior to final consideration of the Application by the Board of Aldermen. To implement these requirements and as discussed in part 2 below, the applicant may be required to enter into a funding agreement with the City, from which the City's costs and expenses will be reimbursed, and the applicant will be required to replenish the fund to maintain a balance in the amount of the original Application Fee during the City's consideration and review of the Redevelopment Plan application. If the City and the Applicant do not enter into a funding agreement, the unspent portion of the application fee will be refunded to the applicant.

Preliminary Determination of Completeness. Upon submission, the Application will be reviewed by City staff to determine if it is complete. If the Application is determined to be incomplete by City staff or if additional information is needed the applicant will be notified in writing that the Application is not complete, and the reasons will be stated referring to the specific criteria that are not met, additional information required, or financial, legal or planning and development concerns. A public hearing date will not be set and notices will not be issued by the City for a public hearing until the Redevelopment Plan is determined to be complete by the City.

2. STAFF REVIEW:

Review of the Application will be conducted by the City's Finance, Law, Planning departments and Administration, and, when deemed appropriate by the City's Financial Advisor and Bond Counsel. Review time will be approximately 30 days from the date the completed Application is submitted to the City. However, more or less time may be required for particular Applications. Applications that are determined to be complete, consistent with all elements of the City's Comprehensive Plan, and in conformance with the City's policy will be forwarded to the Board of Aldermen for referral to the TIF Commission and the creation of a funding agreement with the applicant.

Prior to making a recommendation to the Board of Aldermen, City staff may require an independent feasibility study by an expert of the City's choosing. The cost of such study shall be paid by the Applicant from the fees set forth in Section 2 above and shall be prepared by a professional consultant selected by the City Administrator. This study will be submitted to the TIF Commission prior to the public hearing by the TIF Commission.

Applications which are determined to be incomplete or do not conform to the City's policy will not be forwarded to the Board of Aldermen. No hearing will be scheduled and no public hearing notices will be issued until the Redevelopment Plan application is deemed complete by the City. Applicants will be notified in writing of a determination that the Application will not be forwarded.

3. TIF COMMISSION CONSIDERATION:

The TIF Commission may desire to hold one or more study sessions before any public hearing is scheduled. During this period, the Applicant may be required to submit a completed Redevelopment Plan. At the public hearing, City Staff will introduce the subject material and the Applicant. The Applicant will make a presentation to the TIF Commission followed by the presentation of any material the City's Staff desires to report. Public comment will then be heard, followed by a response from the Applicant. After TIF Commission discussion, action may be taken to recommend approval or denial of the Redevelopment Plan, or the public hearing may be continued to a date certain for further consideration. The TIF Commission will make the determination of whether the public hearing portion of the case will be closed or continued to a date certain.

Pursuant to TIF Act, the TIF Commission must vote within 30 days of the closing of the public hearing and make a recommendation to the Board of Aldermen. Following a recommendation by the TIF Commission, the TIF Commission will make the findings and determinations required by the TIF Statute. The Application and Redevelopment Plan will be forwarded to the Board of Aldermen.

Legal notices and mailings to taxing districts and property owners as required by statute shall be reviewed by the City's Law Department prior to being mailed or published. The City will mail and publish all required notices unless other arrangements are approved by City staff which allow the Applicant to publish and mail notices.

4. BOARD OF ALDERMEN CONSIDERATION:

The Board of Aldermen may have a study session on the Application and Redevelopment Plan and may hold a public hearing before consideration of an ordinance. The recommendation of the TIF Commission may be approved, denied or amended by the Board of Aldermen. Certain amendments which meet threshold requirements of the TIF Act may require that the TIF Commission hold another public hearing on the proposed amendments.

Section 1. That the Tax Increment Financing (TIF) Policies and Guidelines for Application and Application Procedures are hereby adopted as fully set out herein and the City Administrator is hereby authorized to implement the following procedures and to make such additional changes and clarifications that shall be deemed advisable and in the best interest of the City:

A. General Policy

1. It is the policy of the City to consider the judicious use of TIF for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older areas, facilitate economic self-sufficiency, and implement the Comprehensive Plan and economic development strategy of the City.
2. Care will be exercised in the use of TIF to evaluate completely each project to ensure that the benefits which will accrue from the approval of the agreement are appropriate for the costs which will result, and that they are equitable to the City as a whole.
3. The City will charge an administrative fee to partially offset the cost of record keeping, report preparation, and accounting for each approved TIF Project. The fee will be assessed on a monthly basis against the annual increment generated by the TIF Project.

B. Policy Guidelines

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.
2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.
3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.
4. All TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum requirement and

developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application.

5. The total amount of TIF assistance for project costs for industrial, manufacturing, office, retail, and commercial TIF Applications should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs and Developer fees estimated for the entire project. All other public assistance contemplated or requested for the project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project and application as a whole.

6. TIF will generally be reserved for projects, which do not qualify for alternative methods of financing or where TIF assistance is deemed by the City to be the preferred method of economic development incentive.

7. Each TIF Application must include evidence that the applicant:

(a) Has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) Will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer in excess of Twenty Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than “in kind” contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

8. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

9. TIF Applications for new or expanded retail and service commercial projects will be viewed more favorably than industrial, manufacturing and office projects. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high quality development.

10. To encourage an inflow of customers from outside the City or provide services or fill retail markets that are currently unavailable or in short supply in the City, we encourage TIF Applications for retail and service commercial projects. Additional consideration will be given to

projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high quality development.

11. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

12. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

13. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

14. All TIF Applications must clearly comply with the requirements of the TIF Statute.

15. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

16. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. In addition, a thorough market analysis should be completed which identifies: (1) the population areas that will be drawn from; and, (2) the businesses of similar types which would be competing with the TIF area businesses.

17. Projects with reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written verification of such tenants, will be viewed with greater favor by the TIF Commission and the City.

18. Projects based on retail sales should include a plan for reuse or alternative use in the event the retail tenants or sales in the development do not meet at least 50% of the projections for the life of the TIF Project. Reuse and conversion of retail space must be considered and addressed in the TIF Application in order that the City is not confronted with a marginal retail project within the possible 23 years life of the TIF Project. Such reuse analysis should address the physical reuse of the property, rezoning if necessary and the appropriate financing as applicable.

19. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates

that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

C. Accountability

TIF Applications are expected to include the following:

1. If the TIF Application is being submitted based upon anticipated revenue criteria, the City may require that language shall be included in the Redevelopment Plan and Contract which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated anticipated revenue has been generated.
2. If the TIF Application is being submitted based upon job creation criteria, language may be included in the Plan which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated number, and quality of jobs have been generated.
3. If businesses are to be relocated from other areas of the City, sufficient justification must be included to indicate why this relocation should be given favorable consideration. If existing businesses are to be relocated to the TIF area, the base year activity for purposes of determining the tax increment for both real property and EATS taxes will be the last twelve-month period at the businesses current location, immediately preceding the relocation.

Developers should be aware the City expects the public to directly benefit from its support of the project and the TIF Application should address key performance standards as follows:

1. Completion Performance
 - Developer must construct at least 85% of the square feet planned to receive a Certificate of Substantial Completion.
 - Developer receives no TIF reimbursement until a Certificate of Substantial Completion has been issued by the City.
2. City Revenue Protection
 - In the 4th year after the Contract is executed and for a period of 10 years, if actual sales are not at least 75% of the projections in the TIF Plan, then the City may withhold from reimbursement an amount depending on the size of the project and total reimbursement per year.
 - This amount will be paid to the City as an assignment of Developer's right to receive reimbursement.
3. Pay-As-You-Go Reimbursement PAYG No Bonds
 - Reimbursement is Pay-As-You-Go, meaning that Developer is reimbursed as the TIF Plan generates revenues over time. The City does not plan to issue bonds, but may do so at the City's sole discretion.

4. Public Participation/Profit Limit

- If the Developer's annual rate of return exceeds 12%, then the principal amount of TIF reimbursement is reduced to achieve a 12% maximum return.

5. Limitation on Interest Accrual

- No interest on Reimbursable Project Costs will begin to accrue until a Certificate of Substantial Completion has been issued by the City.

6. Shifting Reimbursement

- Land reimbursement is limited to the budgeted amount.
- Off-Site Development reimbursement is limited determined on a project basis.
- On-Site Development reimbursement is limited determined on a project basis and Developer might be allowed to shift some reimbursement internally between the On-Site Development line-items.
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7. Tax Protection During Construction

- If there is a dip in property valuation during construction, Developer pays the difference to the City which will be distributed to the taxing districts in proportion to their tax levies.

8. Sale and Assignment Restrictions

- Developer cannot assign its rights under the Contract or transfer more than 49% (or a controlling interest whichever is less) interest in Developer's membership without prior City approval.
- Developer cannot sell property in the Redevelopment Area without prior City approval.

D. Method of Financing

TIF Applications may request that TIF assistance be provided in one of the following forms:

1. Tax Increment Revenue Bonds or Special Obligation Bond or Note Financing;
2. Direct Reimbursement to the Applicant for hard and soft design and construction costs;
3. Pledge of tax increment financing revenues to pay a portion of private financing in addition to other eligible costs; or,
4. Any combination of the foregoing methods.

In deciding which method of financing to use, the prevailing factor in making the determination will be total costs, the security for the bonds and the duration of the Redevelopment Plan. The City will not provide credit enhancements for the special obligation bonds or notes, however, credit enhancement provided by the developer on any bonds or notes will be viewed favorably. The decision as to what method of financing is selected will be made by the City. The underwriter or purchaser of any publicly sold bonds will be selected by the City.

E. Term

The maximum period for which a TIF can be used is established by the TIF Statute at twenty-three (23) years. The most favorable consideration will be provided for Redevelopment Plans that last no longer than fifteen (15) years.

F. Impact on Schools Districts and Other Public Entities

Before submitting a TIF Application package to the City, Applicants should evaluate and consider any TIF policies adopted by local public school or other taxing districts within the boundaries of the Redevelopment Area and directly address those policies in the application. For developments that add students to the school population the City strongly encourages the incorporation of a distribution of a portion of payments in lieu of taxes (PILOTS) as surplus to taxing districts including public schools in accordance with the applicable school district TIF policy. In addition to such surplus declaration, a capital contribution may be made to a public school or taxing district that incurs additional capital costs that are the result of the redevelopment that occurs pursuant to a Redevelopment Plan.

G. Other Conditions

The City reserves the right to modify or waive any or all of these Policies and Procedures.

CITY OF OSAGE BEACH, MISSOURI
APPLICATION FOR TAX INCREMENT FINANCING ("TIF")

PROJECT NAME:

APPLICANT:

ADDRESS:

PHONE:

FAX:

EMAIL:

CONTACT PERSON:

Application Format: On a separate sheet of paper please answer the following questions. Please type each question prior to the applicable response.

- (1) In no more than three pages provide relevant information on the applicant's background and development experience and financial ability to successfully complete the project. Include resumes of key individuals assigned to the project.
- (2) Identify the applicant's consultants involved or proposed to be involved in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, applicant's legal counsel, applicant's financial advisor).
- (3) Describe the proposed project, including the size and scope and phasing of the proposed project. Specifically outline residential development, if any, to be included in the project.
- (4) Define the boundaries of the proposed TIF area by address and locator number(s). Include a map of the proposed TIF area.
- (5) Identify the property which is currently in the control of the applicant via ownership or option. If under option note the option expiration date.
- (6) Is the Redevelopment Plan consistent with the City's Comprehensive Plan? If not, an amendment to the Comprehensive Plan may be required in order to allow the Board of Aldermen to make this consistency finding as required by the TIF Act.
- (7) Is the property currently zoned for the proposed use? If not, what zoning change will be required?

- (8) Will the proposed project result in the relocation of residential, commercial or industrial facilities? If so, discuss the nature of any anticipated relocations.
- (9) State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.
- (10) Discuss the condition(s) that would qualify the proposed TIF District as a "blighted area" or "conservation area," as defined under Mo. Rev. Stat. 99.805.
- (11) Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant anticipate the debt to be privately financed by the construction lender or developer or publicly sold?
- (12) Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the TIF area. Identify in the outline those costs you would propose to fund with TIF financing and the proposed payback time frame.
- (13) In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.
- (14) On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project.
- (15) Identify any proposed tenants of the project. Have leases been negotiated or signed? What type of lease is contemplated?
- (16) Who will own the developed property? How much of the property is intended to be sold after development is complete? Who will manage the property during the life of the Redevelopment Plan and project?
- (17) Briefly describe the "economic and quality of life" benefits of the proposed project to the City.
- (18) Attach a letter from a reputable financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

CITY OF OSAGE BEACH, MISSOURI
TAX INCREMENT FINANCING
Application Procedures, Policy Considerations and Application Form

Adopted/Latest Revision ~~June~~July 5, ~~2008~~2018

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Application ProceduresAPPLICATION PROCEDURES

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Review of the Application will be conducted by the City's Finance, Law, Planning departments and Administration, and, when deemed appropriate by the City's Financial Advisor and Bond Counsel. Review time will be approximately 30 days from the date the completed Application is submitted to the City. However, more or less time may be required for particular Applications. Applications that are determined to be complete, consistent with all elements of the City's Comprehensive Plan, and in conformance with the City's policy will be forwarded to the Board of Aldermen for referral to the TIF Commission and the creation of a funding agreement with the applicant.

Prior to making a recommendation to the Board of Aldermen, City staff may require an independent feasibility study by an expert of the City's choosing. The cost of such study shall be paid by the Applicant from the fees set forth in Section 2 above and shall be prepared by a professional consultant selected by the City Administrator. This study will be submitted to the TIF Commission prior to the public hearing by the TIF Commission.

Applications which are determined to be incomplete or do not conform to the City's policy will not be forwarded to the Board of Aldermen. No hearing will be scheduled and no public hearing notices will be issued until the Redevelopment Plan application is deemed complete by the City. Applicants will be notified in writing of a determination that the Application will not be forwarded.

3. TIF COMMISSION CONSIDERATION:

The TIF Commission may desire to hold one or more study sessions before any public hearing is scheduled. During this period, the Applicant may be required to submit a completed Redevelopment Plan. At the public hearing, City Staff will introduce the subject material and the Applicant. The Applicant will make a presentation to the TIF Commission followed by the presentation of any material the City's Staff desires to report. Public comment will then be heard, followed by a response from the Applicant. After TIF Commission discussion, action may be taken to recommend approval or denial of the Redevelopment Plan, or the public hearing may be continued to a date certain for further consideration. The TIF Commission will make the determination of whether the public hearing portion of the case will be closed or continued to a date certain.

Pursuant to TIF Act, the TIF Commission must vote within 30 days of the closing of the public hearing and make a recommendation to the Board of Aldermen. Following a recommendation by the TIF Commission, the TIF Commission will make the findings and determinations required by the TIF Statute. The Application and Redevelopment Plan will be forwarded to the Board of Aldermen.

Legal notices and mailings to taxing districts and property owners as required by statute shall be reviewed by the City's Law Department prior to being mailed or published. The City will mail and publish all required notices unless other arrangements are approved by City staff which allow the Applicant to publish and mail notices.

4. BOARD OF ALDERMEN CONSIDERATION:

The Board of Aldermen may have a study session on the Application and Redevelopment Plan and may hold a public hearing before consideration of an ordinance. The recommendation of the TIF Commission may be approved, denied or amended by the Board of Aldermen. Certain amendments which meet threshold requirements of the TIF Act may require that the TIF Commission hold another public hearing on the proposed amendments.

POLICY FOR THE USE OF TAX INCREMENT FINANCING

Section 1. That the Tax Increment Financing (TIF) Policies and Guidelines for Application and Application Procedures are hereby adopted as fully set out herein and the City Administrator is hereby authorized to implement the following procedures and to make such additional changes and clarifications that shall be deemed advisable and in the best interest of the City:

A. General Policy

1. It is the policy of the City to consider the judicious use of TIF for those projects which demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older areas, facilitate economic self-sufficiency, and implement the Comprehensive Plan and economic development strategy of the City.
2. Care will be exercised in the use of TIF to evaluate completely each project to ensure that the benefits which will accrue from the approval of the agreement are appropriate for the costs which will result, and that they are equitable to the City as a whole.
3. The City will charge an administrative fee to partially offset the cost of record keeping, report preparation, and accounting for each approved TIF Project. The fee will be assessed on a monthly basis against the annual increment generated by the TIF Project.

B. Policy Guidelines

The following criteria are to be used by the City's staff to evaluate TIF Applications:

1. TIF Applications may be considered for removal of blight and promote revitalization and/or to provide for public improvements to benefit economic development and employment. The City prefers the use of TIF funds for public improvements that benefit not only the project but also the public at large.
2. The City expects each TIF project to provide immediate benefit to every one of the existing taxing districts and therefore projects with financing that declares Fifty percent (50%) of the Payments In Lieu of Taxes generated by the project, as surplus and available to the taxing districts, will be viewed more favorably. Project proposals that do not meet this standard will have the high burden of persuasion.
3. Each TIF Application must demonstrate that "but for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance.
34. All TIF Applications requesting the issuance of bonds or notes will be required to demonstrate that the payments in-lieu of taxes and/or the economic activity taxes expected to be generated will be sufficient to provide a debt coverage factor of at least 1.25 times the projected debt service prior to the sale of any tax increment bonds or notes. This is a minimum

requirement and developers should be aware that a superior coverage ratio will be looked on with increased favor in the consideration of the Application.

45. The total amount of TIF assistance for project costs for industrial, manufacturing, office, retail, and commercial TIF Applications should not exceed fifteen percent (15%) of the total project costs including all hard and soft costs and Developer fees estimated for the entire project. All other public assistance contemplated or requested for the project must be disclosed in the Application (or added to the Application as soon as they are known) and will be considered by the TIF Commission in evaluating the proposed TIF project and application as a whole.

56. TIF will generally be reserved for projects, which do not qualify for alternative methods of financing or where TIF assistance is deemed by the City to be the preferred method of economic development incentive.

67. Each TIF Application must include evidence that the applicant:

(a) Has the financial ability to complete and operate the project. Developers will be evaluated on their prior record of development, amount of capital committed to the project and overall financial strength. Developers with partners are expected to identify the partners at the beginning of the process.

(b) Will contribute equity of at least Fifteen percent (15%) of the total cost of the project. Projects with equity contributions from the developer in excess of Twenty Five percent (25%) will be viewed more favorably. Equity contributions in cash will be viewed more favorably than “in kind” contributions such as land. This requirement is exclusive of any performance bond required for the project

(c) Has thoroughly explored alternative financing methods.

78. The City will maintain a retainage account consisting of at least the final Five percent (5%) of the financial assistance to the TIF project which funds will not be paid out until the project is completed or the developer satisfies other performance standards as established in the TIF Agreement.

89. TIF Applications for new or expanded retail and service commercial projects will be viewed more favorably than industrial, manufacturing and office projects. TIF projects which create jobs with wages that exceed the community average will be encouraged. Industrial, manufacturing and office developments may be given more favorable consideration than warehouse type uses based upon the projected employment per square foot. Additional consideration will be given to projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high quality development.

910. To encourage an inflow of customers from outside the City or provide services or fill retail markets that are currently unavailable or in short supply in the City, we encourage TIF Applications for retail and service commercial projects. Additional consideration will be given to

projects where the total project costs are in excess of Twenty-Five million dollars (\$25,000,000) or the development of areas where the project will be a catalyst for further high quality development.

~~40~~11. TIF Applications for the redevelopment of existing commercial and industrial areas will be viewed favorably. Projects to stabilize current commercial, and industrial areas that have or will likely experience deterioration will be favored.

~~44~~12. The projected term of the TIF will be a factor, with shorter terms being viewed more favorably than longer terms. TIF Applications which provide for the use of not more than Fifteen (15) years of tax increment financing generated by each redevelopment project will be preferred.

~~42~~13. TIF projects which are constructed in phases are viewed with greater skepticism. TIF projects that propose a reasonable and certain end date for construction and occupancy and demonstrate clearly and convincingly how those goals will be achieved will be viewed positively.

~~43~~14. All TIF Applications must clearly comply with the requirements of the TIF Statute.

~~44~~15. All approved projects must comply with prevailing wage and hour requirements for public works projects, as set forth in 290.210 R.S.Mo. et. seq. for all portions of the project receiving TIF assistance. The developer will be required to indemnify the City for all prevailing wage claims brought against the City for all TIF-funded public works projects that are constructed by or at the direction of the developer. Work to be covered by TIF funds will be identified in the Application.

~~45~~16. TIF Applications which include the establishment of business areas, or the redevelopment of existing business areas, should include information as to the business type of the major tenants of the TIF area. In addition, a thorough market analysis should be completed which identifies: (1) the population areas that will be drawn from; and, (2) the businesses of similar types which would be competing with the TIF area businesses.

~~46~~17. Projects with ~~commitments by tenants by lease or other legally binding contracts~~ ~~for~~reasonable indications, submitted to the City's TIF Counsel, that upon review indicate a minimum of Fifty percent (50%) of the retail commercial space is committed to viable tenants, which may be supported with signed letters of intent, signed leases or other written verification of such tenants, will be viewed with greater favor by the TIF Commission and the City.

~~47~~18. Projects based on retail sales should include a plan for reuse or alternative use in the event the retail tenants or sales in the development do not meet at least 50% of the projections for the life of the TIF Project. Reuse and conversion of retail space must be considered and addressed in the TIF Application in order that the City is not confronted with a marginal retail project within the possible 23 years life of the TIF Project. Such reuse analysis should address the physical reuse of the property, rezoning if necessary and the appropriate financing as applicable.

19. Notwithstanding the foregoing, TIF Applications which do not meet any of the above referenced criteria will be viewed favorably by the City if the Application clearly demonstrates that the project is of vital interest to the City and will significantly assist the City in the elimination of blight, financing desirable public improvements, strengthening the employment and economic base of the City, increasing property values, reducing poverty and creating economic stability.

C. Accountability

TIF Applications are expected to include the following:

1. If the TIF Application is being submitted based upon anticipated revenue criteria, the City may require that language shall be included in the Redevelopment Plan and Contract which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated anticipated revenue has been generated.
2. If the TIF Application is being submitted based upon job creation criteria, language may be included in the Plan which stipulates that the City's obligation to the developer may be reduced if satisfactory evidence is not shown that the indicated number, and quality of jobs have been generated.
3. If businesses are to be relocated from other areas of the City, sufficient justification must be included to indicate why this relocation should be given favorable consideration. If existing businesses are to be relocated to the TIF area, the base year activity for purposes of determining the tax increment for both real property and EATS taxes will be the last twelve-month period at the businesses current location, immediately preceding the relocation.

Developers should be aware the City expects the public to directly benefit from its support of the project and the TIF Application should address key performance standards as follows:

1. Completion Performance

- Developer must construct at least 85% of the square feet planned to receive a Certificate of Substantial Completion.
- Developer receives no TIF reimbursement until a Certificate of Substantial Completion has been issued by the City.

2. City Revenue Protection

- In the 4th year after the Contract is executed and for a period of 10 years, if actual sales are not at least 75% of the projections in the TIF Plan, then the City may withhold from reimbursement an amount depending on the size of the project and total reimbursement per year.
- This amount will be paid to the City as an assignment of Developer's right to receive reimbursement.

3. Pay-As-You-Go Reimbursement PAYG No Bonds

- Reimbursement is Pay-As-You-Go, meaning that Developer is reimbursed as the TIF Plan generates revenues over time. The City does not plan to issue bonds, but may do so at the City's sole discretion.
4. Public Participation/Profit Limit
- If the Developer's annual rate of return exceeds 12%, then the principal amount of TIF reimbursement is reduced to achieve a 12% maximum return.
5. Limitation on Interest Accrual
- No interest on Reimbursable Project Costs will begin to accrue until a Certificate of Substantial Completion has been issued by the City.
6. Shifting Reimbursement
- Land reimbursement is limited to the budgeted amount.
 - Off-Site Development reimbursement is limited determined on a project basis.
 - On-Site Development reimbursement is limited determined on a project basis and Developer might be allowed to shift some reimbursement internally between the On-Site Development line-items.
 - Soft Costs reimbursement is limited to \$ 8% , and Developer might shift reimbursement internally between the Soft Costs line-items.
7. Tax Protection During Construction
- If there is a dip in property valuation during construction, Developer pays the difference to the City which will be distributed to the taxing districts in proportion to their tax levies.
8. Sale and Assignment Restrictions
- Developer cannot assign its rights under the Contract or transfer more than 49% (or a controlling interest whichever is less) interest in Developer's membership without prior City approval.
 - Developer cannot sell property in the Redevelopment Area without prior City approval.

D. Method of Financing

TIF Applications may request that TIF assistance be provided in one of the following forms:

1. Tax Increment Revenue Bonds or Special Obligation Bond or Note Financing;
2. Direct Reimbursement to the Applicant for hard and soft design and construction costs;
3. Pledge of tax increment financing revenues to pay a portion of private financing in addition to other eligible costs; or,

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4. Any combination of the foregoing methods.

In deciding which method of financing to use, the prevailing factor in making the determination will be total costs, the security for the bonds and the duration of the Redevelopment Plan. The City will not provide credit enhancements for the special obligation bonds or notes, however, credit enhancement provided by the developer on any bonds or notes will be viewed favorably. The decision as to what method of financing is selected will be made by the City. The underwriter or purchaser of any publicly sold bonds will be selected by the City.

E. Term

The maximum period for which a TIF can be used is established by the TIF Statute at twenty-three (23) years. The most favorable consideration will be provided for Redevelopment Plans that last no longer than fifteen (15) years.

F. Impact on Schools Districts and Other Public Entities

Before submitting a TIF Application package to the City, Applicants should evaluate and consider any TIF policies adopted by local public school or other taxing districts within the boundaries of the Redevelopment Area and directly address those policies in the application. For developments that add students to the school population the City strongly encourages the incorporation of a distribution of a portion of payments in lieu of taxes (PILOTS) as surplus to taxing districts including public schools in accordance with the applicable school district TIF policy. In addition to such surplus declaration, a capital contribution may be made to a public school or taxing district that incurs additional capital costs that are the result of the redevelopment that occurs pursuant to a Redevelopment Plan.

G. Other Conditions

The City reserves the right to modify or waive any or all of these Policies and Procedures.

CITY OF OSAGE BEACH, MISSOURI
APPLICATION FOR TAX INCREMENT FINANCING ("TIF")

PROJECT NAME:

APPLICANT:

ADDRESS:

PHONE:

FAX:

EMAIL:

CONTACT PERSON:

Application Format: On a separate sheet of paper please answer the following questions. Please type each question prior to the applicable response.

- (1) In no more than three pages provide relevant information on the applicant's background and development experience and financial ability to successfully complete the project. Include resumes of key individuals assigned to the project.
- (2) Identify the applicant's consultants involved or proposed to be involved in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, applicant's legal counsel, applicant's financial advisor).
- (3) Describe the proposed project, including the size and scope and phasing of the proposed project. Specifically outline residential development, if any, to be included in the project.
- (4) Define the boundaries of the proposed TIF area by address and locator number(s). Include a map of the proposed TIF area.
- (5) Identify the property which is currently in the control of the applicant via ownership or option. If under option note the option expiration date.
- (6) Is the Redevelopment Plan consistent with the City's Comprehensive Plan? If not, an amendment to the Comprehensive Plan may be required in order to allow the Board of Aldermen to make this consistency finding as required by the TIF Act.
- (7) Is the property currently zoned for the proposed use? If not, what zoning change will be required?

(8) Will the proposed project result in the relocation of residential, commercial or industrial facilities? If so, discuss the nature of any anticipated relocations.

(9) State the need and justification for TIF assistance. Explain how the applicant intends to demonstrate compliance with the "but for" test. Substantiate that other alternative methods of financing have been thoroughly explored.

(10) Discuss the condition(s) that would qualify the proposed TIF District as a "blighted area" or "conservation area," as defined under Mo. Rev. Stat. 99.805.

(11) Identify sources, amounts, and status of all debt financing and/or equity funding available to complete the project. Does the applicant anticipate the debt to be privately financed by the construction lender or developer or publicly sold?

(12) Provide an outline of the costs associated with the development of the proposed project(s) and related parcel or parcels located within the TIF area. Identify in the outline those costs you would propose to fund with TIF financing and the proposed payback time frame.

(13) In one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared, attach such reports as an appendix to this application.

(14) On a revenue worksheet estimate the incremental property taxes and economic activity taxes to be generated by the project.

(15) Identify any proposed tenants of the project. Have leases been negotiated or signed? What type of lease is contemplated?

(16) Who will own the developed property? How much of the property is intended to be sold after development is complete? Who will manage the property during the life of the Redevelopment Plan and project?

(17) Briefly describe the "economic and quality of life" benefits of the proposed project to the City.

(18) Attach a letter from a reputable financial institution indicating that the applicant has sufficient financial resources to obtain the private financing for the project.

City of Osage Beach

Agenda Item Summary

Date of Board of Aldermen Meeting: 07/05/18Originator: **(Name/Title)** Jeana Woods, City AdministratorDate Submitted: 06/25/18**Agenda Item Title:**

Motion to Approve CPSM Professional Services Contract for public safety technical assistance for a contract amount of \$43,650 plus travel expenses not to exceed \$4,000.

Presented by: **(Name/Title)** Jeana Woods, City Administrator**Requested Action:**

Motion to Approve



First Reading of Bill # _____



Second Reading of Bill # _____



Resolution # _____



Proclamation



Public Hearing



Other (Describe) _____

Ordinance Reference for Action: (i.e. RSMo Section, Ordinance # & Title)

Board of Aldermen approval required for purchases over \$15,000 per Municipal Code Chapter 135; Article II: Purchasing, Procurement, Transfers, and Sales.

Deadline for Action: YES ☐ NO ☒

If yes, explain:

Fiscal Impact:Not Applicable ☐Budgeted Item: YES ☒ NO ☐

If no, provide funding source: _____

Budget Line Item/Title: 10-14-733800 Professional ServicesFY 18 Budgeted Amount: \$ 20,500.00Expenditures to Date 06/26/18: (\$ 50.00)Available: \$ 20,450.00Requested Amount: \$ 47,650.00Attachments: YES ☒ NO ☐

If yes, list attachments:

Contract; Proposal

Department Comments and Recommendation:

N/A

City Administrator Comments and Recommendation:

Center for Public Safety Management, LLC (CPSM) is an exclusive provider of public safety technical assistance and will provide us with a complete and comprehensive analysis of our law enforcement services to ultimately enable us to grow as a department and to provide top of the line emergency services for our community. I believe this would be a valuable one-time investment that equates to only 2% of the average \$2.03 million we spend annually on our Police Department.

This request is for a contract cost of \$43,650 (includes 10% discount because I am an ICMA member) plus travel costs not to exceed \$4,000. 10-14-733800 Professional Services has a budget of \$20,000 for this service. Unfortunately when I budgeted this service I hadn't received any proposals. Due to two specific changes in personnel to date, the remaining funds (approximately \$27,650) will come from the department's Salaries line item (10-14-711000). A budget amendment can be presented once the services are completed.

To summarize, CPSM will use their subject matter experts and their unique approach to identify our specific performance based on our data, interviews, and community, they will do workload analysis and service load research, they will observe operations at all levels, review case files, assess compliance and policies, and assess our culture, just to hit a few highlights. The following major outcomes can be expected;

- *Data-driven analysis to identify actual workload,

- *Identity and recommend staffing and deployment levels for operational and support functions within the department,

- *Thorough examination of the department's organizational structure and culture,

- *Performance gap analysis, comparing the 'as is' state of the department to the best practices in industry standards,

- *Recommend a management framework to ensure accountability, increased efficiency, and improve performance.

CONTRACT FOR INDEPENDENT CONTRACTOR/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2018 by and between the City of _____, a municipal corporation of the State of _____, (hereinafter "the CITY"), and the Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia whose principal office is located at 475 K Street, NW, Suite 702, Washington, D.C. 20001, (hereinafter "the CONTRACTOR") and whose Federal I.D. number is 46-5366606.

WHEREAS, the CITY desires to retain the CONTRACTOR, and the CONTRACTOR desires to be retained, pursuant to the proposal scope of services attached hereto as Exhibit "A" and incorporated herein in its entirety;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The services to be rendered by CONTRACTOR under this Contract are set forth in Exhibit "A" (proposal) attached hereto.

ARTICLE 2 - SCHEDULE

The schedule for services to be rendered by CONTRACTOR is set forth in Exhibit "A" (The Proposal) attached hereto. The Project Launch date as described in Exhibit A shall be within seven (7) days of signed date. The project and final deliverables shall be completed per the schedule in Exhibit "A", which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have 30 days to submit any changes it finds prudent or necessary. Sixty days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the contract. The CITY may elect to engage optional language in the contract to request a final in-person presentation which shall be done outside of the time parameters of this contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices shall be due and payable upon receipt. Payments received more than 30 days after invoice date will incur a 2% late fee. Payment by the CITY under this Contract shall be governed by Exhibit "A".

Payments by direct deposit (preferred method) shall be sent to:

Routing No.: xx

Account No. : xx680

Payments by check to the CONTRACTOR shall be sent to:

CPSM

P.O. Box 871

Amherst, NY 14226

Invoices to the CITY should be sent to:

Name:
Address:

Email:
Phone:

ARTICLE 4 - TERMINATION

Unless the CONTRACTOR is in breach of the Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. This is a legal-binding contract and cannot be terminated without cause. After receipt of a termination notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY; and
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, or agent of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY, nor shall such personnel be entitled to any benefits of the CITY including, but not limited to, pension, health and workers' compensation benefits.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel consistent with applicable technical and professional standards in the field.

ARTICLE 6 - AVAILABILITY OF FUNDS

The CITY's elected body has appropriated sufficient funds in the operating budget(s) for which the work to be performed will occur and until the contract has been fully executed.

ARTICLE 7 - INSURANCE REQUIREMENTS

The CONTRACTOR will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance and professional liability insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability. Limits of liability for professional liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence/claim and \$1,000,000.00 aggregate. If the general liability insurance coverage and/or the professional liability insurance coverage

is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph. The CONTRACTOR is responsible for the payment of any deductibles or self-insured retentions.

The CITY will be named as additional insured under the CONTRACTOR's general liability insurance and automobile liability insurance policies.

The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorneys fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as stated above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 9 – LAW GOVERNING THIS CONTRACT

The Contract shall be governed by the laws of the State of _____. Any and all legal action necessary to enforce the Contract will be held in _____ County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Dispute Resolution

In case of a dispute regarding the interpretation of any part of this Contract, the Parties shall use their best efforts to arrive at a mutually acceptable resolution. The CONTRACTOR shall proceed diligently with its performance of the work under this Contract pending the final resolution of any dispute arising or relating to this Contract. The Client shall continue to pay the CONTRACTOR for its performance under the Contract except for those items related to the dispute.

ARTICLE 10 - CONFLICT OF INTEREST

The CONTRACTOR represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required.

CONTRACTOR employees, subject matter experts, or subcontractors may undertake outside professional activities provided such activity and involvement does not conflict or interfere with this Contract. In addition, employees, subject matter experts, or subcontractors will not directly or indirectly, alone or with others, engage in or have any interest in any person, firm, or entity that engages in any business activity that is competitive with the business performed under this Contract.

ARTICLE 11 - EXCUSABLE DELAYS

The PARTIES shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the PARTIES and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and abnormally severe and unusual weather conditions.

Upon either PARTY'S request, the other PARTY shall consider the facts and extent of any failure to perform the work and, if the PARTY'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly to a newly agreed upon timeline. It shall be the responsibility of the PARTIES to notify the other PARTY promptly in writing whenever a delay is anticipated or experienced, and to inform the other PARTY of all facts and details related to the delay.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 13 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 14 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 17 - Modification and Changes. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this contract will supersede and prevail over the terms in the incorporated Exhibits.

ARTICLE 16 - MODIFICATIONS AND CHANGES

Only the **CITY's Contracting Officer** or his/her representative has authority to issue modifications to this Contract that materially change or modify any of the specifications, terms, or conditions of this Contract.

Only the **CITY's Contracting Officer** may, by written order, make changes within the scope of work of this contract including but not limited to any one or more of the following: (a) description of services to be performed; and (b) period of performance.

No change order shall be binding unless so issued by the **CITY's Contracting Officer** in writing and, until approved by the **CONTRACTOR'S** Contracting Administrator or their designated representative unless they are of an administrative matter.

ARTICLE 17 - NOTICE

All notices given under this Contract shall be sent by certified mail, return receipt requested, and if sent to the (name of client) shall be mailed to:

City of Osage Beach

and if sent to the CONTRACTOR shall be mailed to:

Director of Research & Project Development
Center for Public Safety Management, LLC
475 K Street NW, Suite 702
Washington, DC 20001

IN WITNESS WHEREOF, the Parties hereto agreed to all that is written herein and included within Exhibit "A".

_____ OF _____, STATE OF _____

SIGNED

BY: _____

Print Name: _____

Title: _____

Date: _____

ATTEST

BY: _____

Print Name: _____

Date: _____

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC (CPSM)

SIGNED

BY: _____

Print Name: _____

Title: _____

Date: _____

PROPOSAL FOR

COMPREHENSIVE
ANALYSIS OF LAW
ENFORCEMENT
SERVICES

OSAGE BEACH, MO



CPSM®

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW STE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 800-998-3392

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



Center for Public Safety Management, LLC

19 JAN 18

Jeana Woods, CPA
City Administrator
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

Dear Ms. Woods:

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal for an analysis of law enforcement services for Osage Beach. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven analysis to identify actual workload;
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Examine the department's organizational structure and culture;
- Perform gap analysis, comparing the "as is" state of the department to the best practices of industry standards;
- Recommend a management framework to ensure accountability, increased efficiency, and improved performance;

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of subject matter experts in the areas of emergency services. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience completing hundreds of projects nation-wide. The team assembled for you will be true "subject matter experts" not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. I, along with my colleagues at CPSM, greatly appreciate this opportunity and would be pleased to address any comments you may have. You may contact me at 716.969.1360 or via email at lmatarese@cpsm.us.

Sincerely,

Leonard A. Matarese, ICMA-CM, IPMA-SCP
Managing Partner
Center for Public Safety Management, LLC

THE ASSOCIATION & THE COMPANY

The [International City/County Management Association \(ICMA\)](#) is a 103-year old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to its citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its [website](#), www.icma.org publications, research, professional development, and membership. The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services.

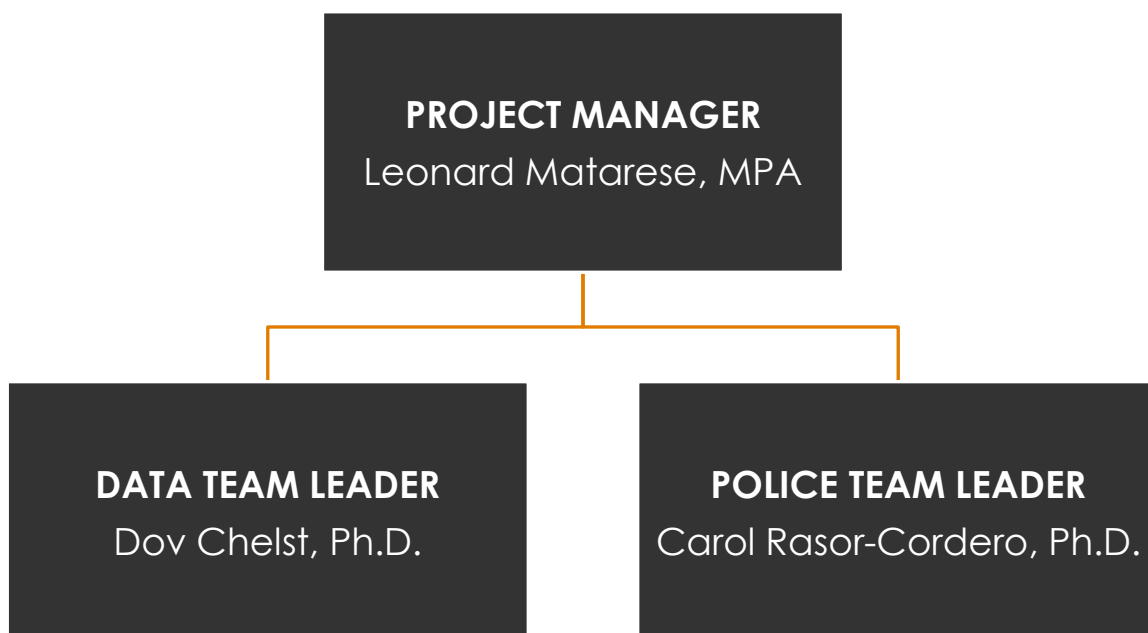
The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA the Center for Public Safety Management, (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as [CALEA](#), [PERF](#), [IACP](#), [IFCA](#), [IPMA-HR](#), DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices. We have conducted over 275 such studies in 41 states and provinces and 200 communities ranging in size from 8,000 population Boone, IA to 800,000 population Indianapolis, IN.

PROJECT STAFFING

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project team leader, two Operations Leaders and several senior public safety Subject Matter Experts selected from our team specifically to meet the needs of the municipality.

The management organizational chart for the project includes the following Key Team Members



PROJECT MANAGER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-SCP

Director of Research and Project Development, Center for Public Safety Management

BACKGROUND

Mr. Matarese is a specialist in public sector administration with particular expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a Master's degree in Public Administration and a Bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and the ICMA.

DATA ASSESSMENT TEAM

DOV CHELST, PH.D.

Director of Quantitative Analysis

BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

BACKGROUND

Dr. David Martin is Director of the Center for Urban Studies' Urban Safety Unit. He specializes in criminal justice research and program evaluation. He has had a close working relationship with the Detroit Police Department since 1993 and is currently working with Wayne State's police department on Midtown COMPSTAT, a collaborative policing and crime prevention initiative. He has developed real-time crime mapping and analysis tools to track crime, arrests and offender recidivism in Detroit and other communities. Dr. Martin has also conducted evaluations of innovative policing projects, including evaluations of Detroit Empowerment Zone Community Policing Initiative and federally-supported Weed and Seed Initiatives in the City of Detroit, City of Inkster and City of Highland Park, Michigan. He has also conducted several recidivism studies that examine the impact of offender rehabilitation programs in Wayne County.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.

BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics, and Development from University of Minnesota.

SENIOR PUBLIC SAFETY DATA ANALYST

PRISCILA MONACHESI, M.S., B.A.

BACKGROUND

Priscila Monachesi is a Senior Data Analyst with CPSM and has worked on over 40 data analysis projects for city and county public safety agencies. She has over ten years' experience as a Project Leader/Senior System Analyst in auto manufacturing and financial systems.

She has a M.S in Statistics from Montclair State University, a B.A. in Economics from Montclair State University, and a Technical Degree in Data Processing from Pontifícia Universidade Católica in Brazil.

SENIOR PUBLIC SAFETY DATA ANALYST

SARAH WEADON, B.A.

BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a Bachelor's degree in Classical Languages.

PUBLIC SAFETY DATA ANALYST

RYAN JOHNSON, B.A.

BACKGROUND

Ryan Johnson is a new addition to the CPSM data analyst team, specializing in the analysis of fire data. He has helped complete fire analysis projects for several cities and has handled ad hoc requests for modeling optimum staffing levels for police departments. Ryan brings experience in financial data analysis from the telecom expense industry, where he was the lead analyst for four clients; 3 Fortune 500 companies and the Top Architectural Engineering Firm in the country. He also brings experience in spatial analytics from his time with Homeland Security. Ryan has a B.S. in Economics from Georgia State University and he is completing his M.A. in Economics from Rutgers University.

OPERATIONS ASSESSMENT TEAM – POLICE UNIT

SENIOR ASSOCIATE

CAPTAIN CAROL E. RASOR-CORDERO, PH.D. (RET).

Retired Captain, Pinellas County, Florida Sheriff's Office, Associate Professor Public Safety Administration, St. Petersburg College

BACKGROUND

Dr. Rasor-Cordero is a retired Captain from the Pinellas County Sheriff's Office in Florida. During her 25-year career in law enforcement, she served in various divisions to include: Patrol Operations, Crimes Against Children, Economic Crimes, Training, Community Services, and Court Security. While serving as the Commander of the Community Services Division, she established the Domestic Violence Unit, the Sexual Predator and Offender Unit, and the Citizen's Community Policing Institute. She served as the agency's training advisor and played a significant role in transforming the Pinellas County Police Academy from a vocational program to a progressive program that offers college credit at St. Petersburg College. She served as team leader for the agency's Hostage Negotiation Team and implemented the agency's Critical Incident Stress Management Team.

Dr. Rasor - Cordero has conducted research examining the relationship between personality preferences of executive level and mid-level law enforcement/corrections leaders and exemplary leadership practices. She has an extensive background as an educator and trainer. As a program director for St. Petersburg College, Carol established the first and only academic on-line gang-related investigations track in the nation. She developed the course Evolving Leaders in a Changing World for the Southeastern Public Safety Leadership Institute at St. Petersburg College which is a six-part series and approved for college credit. She designed a three-part series for implementing, managing, and evaluating community policing for the Florida Regional Community Policing Institute and delivered the training throughout Florida to mid-level and executive level leaders. Carol has developed and delivered training in the high liability areas of firearms, defensive tactics and driving. She has served as an evaluator for the project "An Evaluation of the National Justice Based After School Pilot Program" for the Office of Community Oriented Policing Services and a consultant for the Bureau of Justice Assistance evaluating the training needs of the Atlanta Police Department's Narcotics Unit. She has authored articles and presented at numerous conferences.

Dr. Rasor - Cordero is currently an associate professor for the College of Public Safety Administration, St. Petersburg College. She holds a Ph.D. in Education, Master, and Bachelor Degrees in Criminal Justice from the University of South Florida. She is a graduate of the Police Executive Research Forum Senior Management Institute for Police.

SENIOR ASSOCIATE

INSPECTOR JAMES E. MCCABE, (RET.) PH.D., M. PHIL., M.A., B.A.

Professor of Criminal Justice, Sacred Heart University, Retired NYPD Inspector

BACKGROUND

Dr. McCabe retired as an Inspector with the New York City Police Department after 20 years of service. As Inspector his assignments included Commanding Officer of the NYPD Office of Labor Relations and Commanding Officer of the Training Bureau. As a Deputy Inspector he was the Commanding Officer of the Police Academy with direct supervision of over 750 staff officers and

2,000 recruits. As Executive Officer, Police Commissioner's Office. His field experience includes, Commanding Officer, 110th Precinct, Executive Officer, 113th Precinct, assignment to the Operations Division/Office of Emergency Management and uniform patrol as an officer and Sergeant in Manhattan. He has published extensively and presented to numerous conference including Academy of Criminal Justice Sciences:

He holds a Ph.D. and M. Phil, in Criminal Justice, from CUNY Graduate Center, an M.A. in Criminal Justice, from John Jay College, an M.A. in Labor and Policy Studies, SUNY Empire State College, and B.A. in Psychology, CUNY Queens College, June 1989. He is a graduate of the Executive Management Program, Harvard University's John F. Kennedy School of Government, and the FBI National Academy.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND

Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day to day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and Irwindale Police Departments.

He has extensive experience in managing budgets, and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. The Los Angeles County Police Chiefs Association selected him to represent the 45-member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

PROFESSOR PAUL E. O'CONNELL, PH.D., J.D.

Chair of Criminal Justice Department, Iona College, New Rochelle, New York, former NYPD Training Officer.

BACKGROUND

Dr. O'Connell is a leading expert on the application of Compstat model Police Management principles to public administration organizations. He has been a full-time member of the Criminal Justice faculty at Iona College in New Rochelle since 1994. He received his Ph.D. from CUNY where his doctoral thesis was the history and development of the Compstat model of Police Management. Dr. O'Connell began his professional career in criminal justice in 1981, serving the New York City Police Department first as a police officer, and then as a Police Academy instructor, in-service trainer, and curriculum developer. After receiving an MPA in 1984 and J.D. in

1989, he worked as a trial attorney with the firm of Cummings & Lockwood in Stamford, CT. Presently, he is the chair of Iona College's Criminal Justice department, where he also conducts funded research, publishes scholarly papers and lectures widely on the topics of police performance measurement, integrity management and law enforcement training systems.

Dr. O'Connell has provided consulting services to a variety of government agencies, including assessment of existing policing policies and practices and development of proactive management strategies. Over the years, he has collaborated with the Center for Technology in Government (Albany, NY), Giuliani Partners (New York, NY) and the Center for Society, Law, and Justice (University of New Orleans). Dr. O'Connell recently was awarded a Fulbright Grant working with the Turkish National Police.

SENIOR ASSOCIATE

CHIEF MARILYN DIAZ (RET.), B.S., M.S.

Retired Chief of Police, Sierra Madre, and Retired Commander, Pasadena, California Police Department.

BACKGROUND

In 1974 Marilyn Diaz began her career when she was hired as the first woman to be directly assigned as a patrol officer in the Pasadena Police Department. She promoted through the ranks, and in 2006 Marilyn retired as a Commander, where she led the Administrative Services and Field Operations Divisions.

In March of 2006 Marilyn was appointed as Sierra Madre's Chief of Police. Chief Diaz was the first woman in Los Angeles County to become chief of a municipal police department. Marilyn retired from the Sierra Madre Police Department in December 2011.

Ms. Diaz has a Master's degree in Education from the University of Southern California, and earned her Bachelor's degree in Police Science at California State University, Los Angeles.

Marilyn Diaz has served on the boards of Women at Work, Boy Scouts of America, Pacific Clinics, and the Caltech Women's Club. Marilyn also serves as a docent for the Caltech Architectural Tour Service, and is on the Caltech Women's Club Board. Marilyn is President of the Rotary Club of Sierra Madre for 2013-2014. She also teaches Youth Protection at the Rotary District level.

SENIOR ASSOCIATE

CHIEF DEMOSTHENES M. LONG (RET.) ED.D. JD, MA

Former Assistant Chief of NYPD, Commanding Officer NYPD Police Academy, Former Deputy Commissioner / Undersheriff Westchester County Public Safety Department

BACKGROUND

Chief Long has 30 years law enforcement experience, including 21 years with The New York City Police Department where he retired as Assistant Chief. His assignments included Commanding Officer, School Safety Division, where he managed 4,600 police officers and school safety agents and administered an operating budget of \$133 million. He served as Commanding Officer, Office of Deputy Commissioner Community Affairs where he was responsible for developing, implementing and assessing programs to strengthen police/community relations; Commanding Officer, Police Academy, responsible for providing entry-level, in-service, promotional and executive level training for 53,000 uniform and civilian members of the Department; Executive Officer, Office of the First Deputy Commissioner and Executive Officer,

47th Precinct and also assignment as Supervisor of Patrol for 17 Bronx Precincts, Transit Districts and Housing Police Service Areas.

After retiring from the NYPD, he was appointed as First Deputy Commissioner / Undersheriff for the Westchester County Department of Public Safety. Responsibilities include the administrative planning, organization, coordination, execution, and control of the fiscal, administrative, support and training functions of the 325-member police department.

He holds a Doctor of Education Degree in Executive Leadership from St. John Fisher College, a Juris Doctor Degree from New York Law School, and Master of Arts and Bachelor of Science degrees from John Jay College of Criminal Justice.

ASSOCIATE

CHIEF CRAIG JUNGINGER, BS, MPA

Chief of Police, Gresham, Oregon

BACKGROUND

Chief Junginger has 26 years' experience as a law enforcement professional. He has served as the Chief of the Gresham, Oregon Police since December 2008, a community of 110,000 population just to the east of Portland. He currently leads a department of 160 personnel both sworn and civilian with a budget of \$29 million.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a Master's Degree from California State University, Long Beach, a Bachelor's Degree from University of La Verne and an Associate's Degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012."

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

ASSOCIATE

CAPTAIN JOHN CLARK (RET.), B.A.

Los Angeles County Sheriff's Department

BACKGROUND

John Clark served with the Los Angeles County Sheriff's Department for over thirty-three years. His broad experience includes command, administrative, operational, and tactical assignments

in Patrol, Detective, Custody, Court, and Administrative divisions. The last eight years were spent at command level posts.

As Captain, he was in command of various units including internal investigations, financial and cybercrimes, custody operations and inmate transportation, responsible for the administrative and operational management of each. John also managed the Southern California High Tech Taskforce comprised of Federal, State, and local agencies as part of his command duties.

Throughout his career, John was a command and operations level member of a county-wide team responsible for managing all department resources during natural disasters, civil disturbances, and other high-profile events such as political conventions and sporting events.

John was a member of the International Association of Financial Crimes Investigators, the Southern California Jail Managers Association, the Los Angeles Superior Court Management Group, and the San Gabriel Valley Peace Officers Association. He also served as an adjunct faculty member for a local community college.

John holds a Bachelor of Arts in Criminal Justice from the California State University, Fullerton.

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again, the department will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 105 – 135 days

THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of police departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM also conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site arrival of an CPSM team, agencies are asked to compile many key operational documents (i.e., policies and procedures, assets list, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

Because of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats of the department). We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on police departments around the country. Although no two police departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet tailor-made for the client community.

I. Benchmark the community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the police department operates. If necessary to do so, the CPSM study may involve interviews directed at stakeholders in the community which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.

II. Patrol Operations

Police agencies routinely speak about “recommended officers per 1,000 population” or a “National Standard” for staffing or comparisons to other municipalities. There are no such standards, nor are there “recommended numbers of “officer per thousand”. The International Association of Chiefs of Police (IACP) states; “Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions.”

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few police agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created in **The CPSM Patrol Workload & Deployment Analysis System®** the ability to produce detailed information on workload even in those agencies without sophisticated management information systems. Using the raw data extracted from the police department's CAD system our team converts calls for service into police services workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the police department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other police activities).

Police service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of police time required to handle calls for service from inception to completion. Various types of police service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of police department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive police activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the city with a meaningful methodology to determine appropriate costing allocation models.

Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are approximately 9 hours of work (including citizen initiated & officer initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15-man hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a city wants, and is willing to pay for.

Figure 7: Deployment and Main Workload, Weekdays, Summer

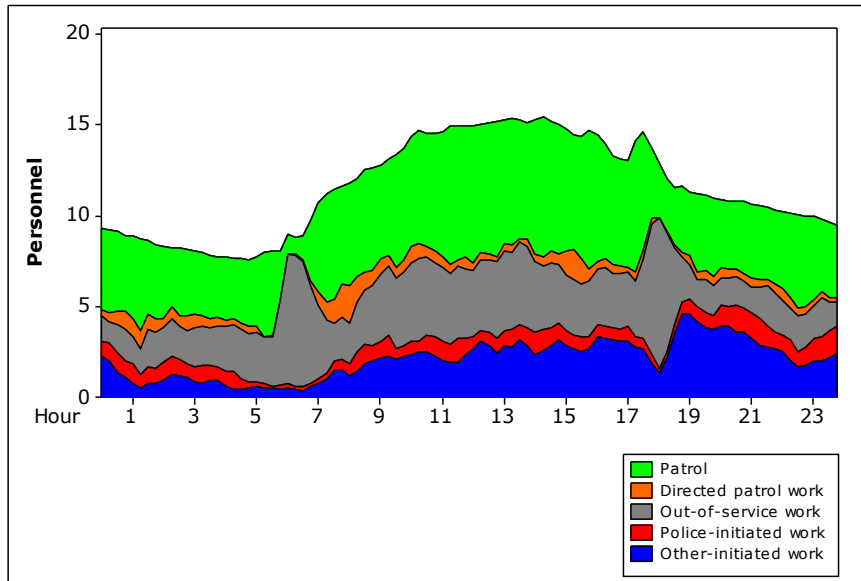
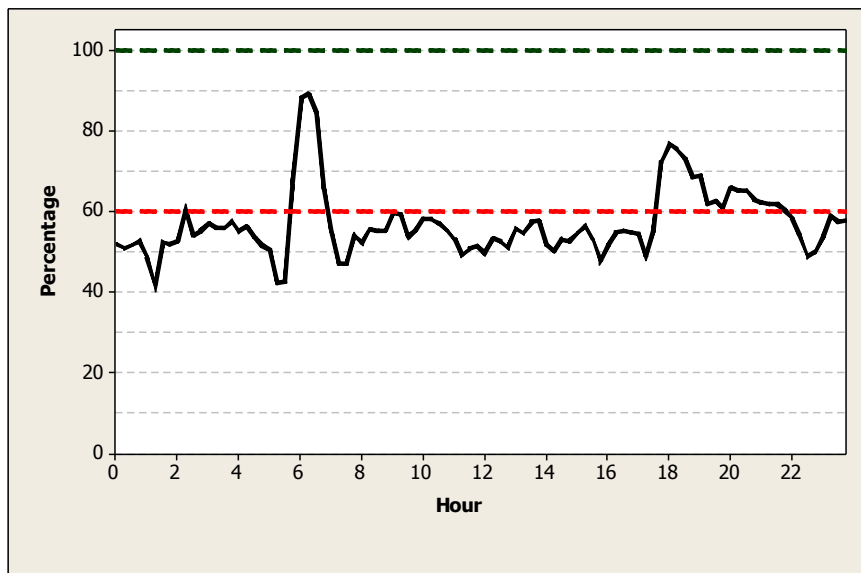


Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. This information is developed by first extracting data from the departments CAD system. The extracted information is then processed, and workload is calculated. This workload is then compared to deployment levels. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- What is the workload?
- Based on this workload is the alignment of Districts and Divisions appropriate?
- Based on the workload is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many police officers and supervisors are needed to staff the patrol function to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

The study will determine the gaps in patrol coverage and recommendations for modifying temporal and spatial deployment. With the appropriate “best fit” of patrol coverage identified, a determination can be made about the exact number of officers required to meet service demands, and in what shift/district/division combinations to maximize resources.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department. To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there sufficient investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Case management – Is there an effective case management system in place?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?
- Proactive Investigations – the same approach and inquires found in sections above are applied to each specialized investigative unit in the department.
 - Narcotics
 - Violent Offenders
 - Warrants and Fugitives
 - Bombings and Arson
 - Fraud/Cyber crimes
 - All other specialized investigations units

CPSM will essentially evaluate each investigative unit operating in the agency. This evaluation will make an assessment of the performance of the unit, how the unit operates within the overall mission of the department, compare operations to best practices in law enforcement, identify improvement opportunities, and identify appropriate staffing levels.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing;
- Workload;
- Civilianization possibilities;
- Cost saving opportunities;
- Out-sourcing opportunities;

Best practice comparisons and opportunities for improvement.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit;
- Evaluate the performance of the unit. In most cases this is a quantitative; evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided;
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational “themes” emerge. What does the department “think” about providing police service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of a police organization is a reflection of its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the police department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it “thinks” about various elements of organizational life.

VI. Organizational Structure and Administration

Based on the above, we can analyze current management structure and practice and make recommendations to improve organizational administration. The product of this analysis is a proposed staffing mode. The product of this analysis also generally ends up with a leaner, flatter, and more efficient organizational design.

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the police department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission. Essentially, does the police department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department “think” about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary. In addition, CPSM can offer performance management training and mentoring services to support organizational success.

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the police department for \$48,500 exclusive of travel. The project would be billed in three installments: 40% upon signing the contract; 40% with delivery of the police draft data analysis; 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy and a final report will be delivered within 30 days of the comment period.

Travel expenses will be billed as incurred as actual cost with no overhead or administrative fees.

NOTE: If the chief administrative officers is a member of ICMA the fee, exclusive of travel costs, will be reduced by 10% to \$43,650.

Deliverables

Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email or CD or both. The final reports will incorporate the operational as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies the client request and will invoice the client at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person along with reimbursement of travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

PAST & CURRENT ENGAGEMENTS

LOCALITY	ST	PROJECT
Edmonton Intl Airport	AB	Comprehensive Analysis of Fire Services.
Leduc County	AB	Fire Consolidation Plan
Leduc, Canada	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu	AZ	Comprehensive Analysis of Police Services
Lake Havasu	AZ	Comprehensive Analysis of Fire Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Kern County	CA	Comprehensive Analysis of Fire services
Laguna Woods	CA	Review of Sheriff's Office Service
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
Placentia	CA	Comprehensive Analysis of Police Services
Salinas	CA	Analysis of Police Services Overtime
Salinas	CA	Analysis of Fire Services Overtime
San Jose	CA	Fire Operations Review
San Jose	CA	Police Operations Review
San Mateo Co.	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services

Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Sonoma County	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Woodland	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Littleton	CO	Analysis of Fire Consolidation
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Bethany Beach	DE	EMS Study
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
BCCMA	FL	Analysis of Sheriff's Contract Services
Citrus County	FL	Comprehensive Analysis of Fire Services
Cocoa	FL	Comprehensive Analysis of Police Services
Coconut Creek	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Beach	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Jupiter Island	FL	Public Safety Consolidation
Kenneth	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orange County	FL	Expert Witness Law Enforcement Issues
Pasco County	FL	Comprehensive analysis of Fire Services
Pasco County	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Camden County	GA	Comprehensive Analysis of Fire Services
Camden County	GA	Fire Consolidation St Marys
Camden County	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger

Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Ankeny	IA	Police Chief Selection
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal Operations
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of Fire Services
Naperville	IL	Workload, Staffing & Schedule Design
Roselle	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Analysis of Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Algonquin	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Rockville	MD	Comprehensive Analysis of Police Services
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield Twp.	MI	Comprehensive Analysis of Police Services
Delta Township	MI	Comprehensive Analysis of Police Services
Delta Township	MI	Comprehensive Analysis of Fire Services
Detroit Public Schools	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services

Grand Travers Fire Dept.	MI	Comprehensive Analysis of Fire Services
Green Lake Twp.	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe Park	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Kentwood	MI	Comprehensive Analysis of Police & Fire Services
Kentwood	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Mott Community College	MI	Comprehensive Analysis of Public Safety Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Oshtemo Township	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
So. Kalamazoo Fire Auth.	MI	Financial Analysis of Fire Authority
St. Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Forest Lake	MN	Comprehensive Analysis of Police Services
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
North St. Paul	MN	Public Safety Strategic Plan Development
St. Cloud	MN	Police Strategic Planning Review
St. Cloud	MN	Comprehensive Analysis of Police Services
Stearns County	MN	Comprehensive Analysis of Sheriff's Office & Jail
Brentwood	MO	Comprehensive Analysis of Police Services
St. Louis	MO	Comprehensive Analysis of Fire Services
St. Louis	MO	Comprehensive Analysis of Police Services
St. Louis	MO	Standard of Response Cover and risk assessment
Bozeman	MT	Fire Protection Master Plan
Kalispell	MY	Comprehensive Analysis of EMS Services
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study

Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Briar Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
North Castle	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining Town	NY	Analysis of police consolidation
Ossining Village	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services

Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Cumru Township	PA	Comprehensive Analysis of Police Services
Cumru Township	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Lower Windsor Twp.	PA	Comprehensive Analysis of Police Services
Manheim Township	PA	Police Study
Tredyffrin Township	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Department
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study

Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Comprehensive Analysis of Police Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Loudoun County	VA	Comprehensive Analysis of Sheriff Services
Loudoun County	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Duvall	WA	Police Staffing Study
Kelso	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Marysville	WA	Comprehensive Analysis of Police Services
Marysville	WA	Comprehensive Analysis of Fire Services
Mill Creek	WA	Comprehensive Analysis of Police Services
Mill Creek	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Dunn County	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Casper	WY	Comprehensive Analysis of Police Services
Jackson Hole	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Teton County	WY	Police Consolidation Review